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Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION FOR BEHAVIORAL HEALTH*

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

October 8, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health to exercise a renewal option to an existing agreement with Harbor Homes, Inc., (Vendor # 155358), 45 High Street, Nashua, NH 03060, to continue providing Mobile Crisis Services and Supports by increasing the price limitation by \$1,075,742, from \$3,315,097 to \$4,390,839 and by extending the completion date from October 31, 2019 to June 30, 2020, effective upon Governor and Executive Council approval. 100% General Funds.

This agreement was originally approved by the Governor and Executive Council on April 19, 2017, (Item #14A) and amended on June 26, 2019, (Item #20).

Funds to support this request are available in the following account in State Fiscal Year 2020, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-092-920010-5945 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, DIV , DIV OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	92005945	\$250,000	\$0	\$250,000
			Subtotal	\$250,000	\$0	\$250,000

**05-95-092-922010-4117 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, DIV , BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	92204117	\$1,313,613	\$0	\$1,313,613
2019	102-500731	Contracts for Prog Svc	92204117	\$1,313,613	\$0	\$1,313,613

2020	102-500731	Contracts for Prog Svc	92204117	\$437,871	\$1,075,742	\$1,513,613
			Subtotal:	\$3,065,097	\$1,075,742	\$4,140,839
			Total:	\$3,315,097	\$1,075,742	\$4,390,839

**EXPLANATION**

The purpose of this request is to continue providing a Mobile Crisis Response Team and beds for individuals eighteen (18) years or older who are experiencing a mental health crisis, including those with a co-occurring substance use disorders in the Nashua area.

Each month, the Vendor services approximately 180 unique individuals through mobile crisis outreach services, phone support, referrals, and crisis apartments, which results in approximately 342 hospital diversions each month.

The original agreement includes language in Exhibit C-1, Revisions to General Provisions, Paragraph 3, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of services, parties' written authorization and approval from the Governor and Executive Council. The Department is requesting to renew services for eight (8) months of the one (1) year and eight (8) months available at this time.

The vendor will continue to provide mobile crisis stabilization services 24 hours a day, 7 days a week, a central phone triage system where trained clinicians complete an initial risk assessment and appropriate referrals, and two (2), two-bedroom apartments that provide an alternative to hospitalization and/or institutionalization. The vendor will collaborate and coordinate with law enforcement where appropriate. Additionally, the vendor will have the ability to respond to requests for crisis assessments and interventions within one (1) hour of receiving calls for mobilization of services. Once the vendor is involved with a case, services and supports can be provided for up to seven (7) days following the onset of the crisis to ensure individuals remain stable and in the community. The Bureau of Mental Health Services seeks to promote full community inclusion for adults (18 years or older) who have severe mental illness, severe and persistent mental illness or who are severely mentally disabled. The State places a high emphasis on supporting individuals in their community with a broad range of supports and services that reduce the need for inpatient care.

As part of New Hampshire's implementation of the Community Mental Health Agreement (Amanda D. Settlement), the Bureau of Mental Health Services has implemented the Mobile Crisis Services and Supports contract for the provision of four (4), community crisis apartments, a mobile crisis team and timely accessible services and supports to individuals eighteen (18) years and older experiencing a mental health crisis in NH Community Mental Health Region VI.

Harbor Homes, Inc. effectiveness to deliver services will be measured through annual programmatic audits, ongoing financial audits, and monitoring of the following performance measures:

- Response time between referral and community-based service delivery;
- Ratio of services delivered in the community versus phone/office based services;
- Number of services provided beyond the immediate crisis stabilization including referrals made for ongoing support and care;
- Prevalence of lethality assessments conducted to establish baseline need and formulate crisis and discharge plans;
- Service outcomes (i.e. if hospitalization was avoided).

The Agreement includes requirements for the Vendor to submit ongoing financial reports. Financial reports will include program-level and organization-level profit and loss statements, cash equivalents, liabilities and assets, and new lending. The Department will review these reports and discuss any concerns with the Vendor on an ongoing basis, which is expected to lead to close monitoring of fiscal integrity.

Should Governor and Executive Council not approve this request, the State of New Hampshire would be in violation of the Community Mental Health Agreement in relation to the lawsuit of Amanda D. vs. Governor Hassan. Additionally, individuals experiencing a mental health crisis could be placed in hospitals or long-term facilities which could result in higher costs to the State.

Area served: Community Mental Health Region VI Brookline, Hollis, Hudson, Litchfield, Mason, Merrimack, Milford, Mount Vernon, Nashua.

Source of Funds: 100% General Funds.

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Mobile Crisis Services and Supports – Region 6

This 2<sup>nd</sup> Amendment to the Mobile Crisis Services and Supports – Region 6 contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Harbor Homes Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 77 Northeastern Boulevard, Nashua, NH 03062.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 19, 2017, (Item #14A) and amended on June 26, 2019, (Item #20) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to the General Provisions Paragraph 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$4,390,839.

3. Revise Section 9, Maintenance of Fiscal Integrity only, of Exhibit A, Amendment #1, Scope of Services, by replacing it in its entirety with the following:

9. Maintenance of Fiscal Integrity

- 9.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Partnership for Successful Living organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth Wednesday of the month. Additionally, the contractor will provide interim profit and loss statements for every program area, reported as of the 20<sup>th</sup> of the month, by the last day of every month. The Contractor will be evaluated on the following:

- 9.1.1. Days of Cash on Hand:

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10/7/19



- 9.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
  - 9.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.
  - 9.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 9.1.2. Current Ratio:
- 9.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
  - 9.1.2.2. Formula: Total current assets divided by total current liabilities.
  - 9.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 9.1.3. Debt Service Coverage Ratio:
- 9.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
  - 9.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
  - 9.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
  - 9.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
  - 9.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 9.1.4. Net Assets to Total Assets:
- 9.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
  - 9.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
  - 9.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.



- 9.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 9.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 9.1.5. Total Lines of Credit
  - 9.1.5.1. The contractor will provide a listing of every line of credit and amount outstanding for each line.
  - 9.1.5.2. The contractor will report on any new borrowing activities.
  - 9.1.5.3. The contractor will report on any instances of non-compliance with any loan covenant or agreement.
- 9.2. In the event that the Contractor does not meet either:
  - 9.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
  - 9.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, or
  - 9.2.3. Does not meet the reporting timeframe, then
- 9.3. The Department may:
  - 9.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
  - 9.3.2. Require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 9.2.1 and/or 9.2.2 have not been met.
  - 9.3.3. Terminate the contract.
    - 9.3.3.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
    - 9.3.3.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 9.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 9.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

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**New Hampshire Department of Health and Human Services  
Mobile Crisis Services and Supports – Region 6**



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- 9.6. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for DHHS contracts submits a resignation or leaves for any other reason.
  4. Delete Exhibit B-4, Amendment #1, Budget Sheet, in its entirety and replace Exhibit B-4, Amendment #2, Budget Sheet.

New Hampshire Department of Health and Human Services  
Mobile Crisis Services and Supports – Region 6



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

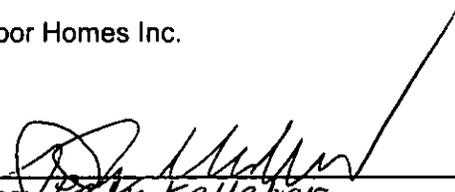
State of New Hampshire  
Department of Health and Human Services

10/7/19  
Date

  
Name: Katja S. Fox  
Title: Director

Harbor Homes Inc.

10/7/19  
Date

  
Name: Peter Kelleher  
Title: President & CEO

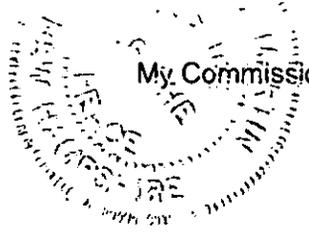
Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 7 Oct 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

  
Signature of Notary Public or Justice of the Peace

William C Martin Justice of the Peace  
Name and Title of Notary or Justice of the Peace

My Commission Expires: WILLIAM C. MARTIN  
Justice of the Peace - New Hampshire  
My Commission Expires November 4, 2020



New Hampshire Department of Health and Human Services  
Mobile Crisis Services and Supports – Region 6



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/7/19  
Date

*Catherine Pinos*  
Name: CATHERINE PINOS  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit B-4, Amendment #2  
Budget form**

**New Hampshire Department of Health and Human Services**

Bidder/Program Name: Harbor Homes, Inc.

Budget Request for: Mobile Crisis Response Team

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 1,328,577	\$ 231,571	\$ 1,560,148	\$ 384,789	\$ 67,069	\$ 451,857	\$ 943,788	\$ 184,502	\$ 1,108,290
2. Employee Benefits	\$ 305,573	\$ 53,261	\$ 358,834	\$ 88,501	\$ 15,426	\$ 103,926	\$ 217,072	\$ 37,836	\$ 254,908
3. Consultants	\$ 10,000	\$ -	\$ 10,000	\$ 2,936	\$ -	\$ 2,936	\$ 7,064	\$ -	\$ 7,064
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 8,280	\$ -	\$ 8,280	\$ 2,443	\$ -	\$ 2,443	\$ 5,837	\$ -	\$ 5,837
Repair and Maintenance	\$ 3,600	\$ -	\$ 3,600	\$ 1,064	\$ -	\$ 1,064	\$ 2,536	\$ -	\$ 2,536
Purchase/Depreciation	\$ 6,500	\$ -	\$ 6,500	\$ 1,910	\$ -	\$ 1,910	\$ 4,590	\$ -	\$ 4,590
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 3,000	\$ -	\$ 3,000	\$ 1,148	\$ -	\$ 1,148	\$ 1,852	\$ -	\$ 1,852
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 9,846	\$ -	\$ 9,846	\$ 2,893	\$ -	\$ 2,893	\$ 6,953	\$ -	\$ 6,953
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,600	\$ -	\$ 3,600	\$ 1,064	\$ -	\$ 1,064	\$ 2,536	\$ -	\$ 2,536
6. Travel	\$ 3,863	\$ -	\$ 3,863	\$ 1,148	\$ -	\$ 1,148	\$ 2,715	\$ -	\$ 2,715
7. Occupancy	\$ 73,800	\$ -	\$ 73,800	\$ 18,139	\$ -	\$ 18,139	\$ 55,661	\$ -	\$ 55,661
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 18,200	\$ -	\$ 18,200	\$ 4,813	\$ -	\$ 4,813	\$ 11,387	\$ -	\$ 11,387
Postage	\$ 100	\$ -	\$ 100	\$ 38	\$ -	\$ 38	\$ 62	\$ -	\$ 62
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 5,000	\$ -	\$ 5,000	\$ 1,518	\$ -	\$ 1,518	\$ 3,482	\$ -	\$ 3,482
Insurance	\$ 8,040	\$ -	\$ 8,040	\$ 2,351	\$ -	\$ 2,351	\$ 5,689	\$ -	\$ 5,689
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 2,500	\$ -	\$ 2,500	\$ 742	\$ -	\$ 742	\$ 1,758	\$ -	\$ 1,758
10. Marketing/Communications	\$ 9,000	\$ -	\$ 9,000	\$ 2,650	\$ -	\$ 2,650	\$ 6,350	\$ -	\$ 6,350
11. Staff Education and Training	\$ 9,600	\$ -	\$ 9,600	\$ 2,815	\$ -	\$ 2,815	\$ 6,785	\$ -	\$ 6,785
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hiring Costs	\$ 4,500	\$ -	\$ 4,500	\$ 1,326	\$ -	\$ 1,326	\$ 3,174	\$ -	\$ 3,174
Client Supplies	\$ 7,200	\$ -	\$ 7,200	\$ 2,128	\$ -	\$ 2,128	\$ 5,072	\$ -	\$ 5,072
Food	\$ 20,800	\$ -	\$ 20,800	\$ 6,111	\$ -	\$ 6,111	\$ 14,689	\$ -	\$ 14,689
Supplies: Building/Household supplies	\$ 3,600	\$ -	\$ 3,600	\$ 1,377	\$ -	\$ 1,377	\$ 2,223	\$ -	\$ 2,223
<b>TOTAL</b>	<b>\$ 1,843,178</b>	<b>\$ 284,832</b>	<b>\$ 2,128,011</b>	<b>\$ 531,903</b>	<b>\$ 82,494</b>	<b>\$ 614,398</b>	<b>\$ 1,311,275</b>	<b>\$ 202,338</b>	<b>\$ 1,513,613</b>

Indirect As A Percent of Direct 15.5%

Contractor Initials *PH*  
Date *10/7/19*

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HARBOR HOMES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 15, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62778

Certificate Number: 0004516965



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of May A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Edmund McDonough, Asst. Treasurer, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Harbor Homes, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 10/7/19:  
(Date)

**RESOLVED:** That the President + CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7<sup>th</sup> day of October, 2019.  
(Date Amendment Signed)

4. Peter Kelleher is the duly elected President + CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]  
(Signature of the Elected Officer)

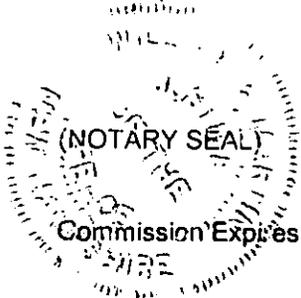
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 7<sup>th</sup> day of Oct, 2019.

By Edmund McDonough  
(Name of Elected Officer of the Agency)

[Signature]  
(Notary Public/Justice of the Peace)



WILLIAM C. MARTIN  
Justice of the Peace - New Hampshire  
My Commission Expires November 4, 2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064		<b>CONTACT NAME:</b> Kimberly Gutekunst <b>PHONE (AG, Ho, Ext):</b> 603-862-2766 <b>FAX (AG, No):</b> <b>E-MAIL ADDRESS:</b> kgutekunst@eatonberube.com	
<b>INSURED</b> Harbor Homes, Inc 77 Northeastern Boulevard Nashua NH 03062		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>HARHO</b>		<b>INSURER A:</b> Hanover Insurance	
		<b>INSURER B:</b> Philadelphia Insurance Companies	
		<b>INSURER C:</b> Eastern Alliance Insurance Group	
		<b>INSURER D:</b> Selective Insurance Group	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
		<b>NAIC #</b> 14378	

### COVERAGES

CERTIFICATE NUMBER: 688165664

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	S2288207	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Prof (non-FTCA) \$ \$1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		306871	7/1/2019	7/1/2020	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		306873	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	010000111752	11/26/2018	11/26/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B D	Professional Liability Management Liability Crime		L1VA966006 PHSD1258480 S2288207	7/1/2019 7/1/2019 7/1/2019	7/1/2020 7/1/2020 7/1/2020	Professional ("Gap") \$1,000,000 D&O \$1,000,000 Employee Dishonesty \$510,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds:  
 Harbor Homes, Inc. - FID# 020351932  
 Harbor Homes II, Inc.  
 Harbor Homes III, Inc.  
 Healthy at Homes, Inc. - FID# 043364080  
 Milford Regional Counseling Service, Inc. - FID# 222512360  
 Southern New Hampshire HIV/AIDS Task Force - FID# 020447280  
 Welcoming Light, Inc. - FID# 020481648  
 See Attached...

### CERTIFICATE HOLDER

DHHS, State of NH  
 128 Pleasant Street  
 Concord NH 03301

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 77 Northeastern Boulevard Nashua NH 03062	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 : FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

HH Ownership, Inc.  
 Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859  
 Boulder Point, LLC - Map 213/Lot 5.3, Boulder Point Drive, Plymouth, NH 03264

77 Northeastern Blvd  
Nashua, NH 03062  
www.harborhomes.org



Phone: 603-882-3616  
603-881-8436  
Fax: 603-595-7414

*A Beacon for the Homeless for Over 30 Years*



## Mission Statement

*To create and provide quality residential and supportive services for persons (and their families) challenged by mental illness and homelessness.*

### A member of the **Partnership for Successful Living**

A collaboration of six affiliated not-for-profit organizations providing southern New Hampshire's most vulnerable community members with access to housing, health care, education, employment and supportive services.  
www.nhpartnership.org

Harbor Homes • Healthy at Home • Keystone Hall • Milford Regional Counseling Services  
• Southern NH HIV/AIDS Task Force • Welcoming Light



**HARBOR HOMES, INC.**

Consolidated Financial Statements

For the Year Ended June 30, 2018

(With Independent Auditors' Report Thereon)

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Harbor Homes, Inc.

Additional Offices:  
Andover, MA  
Greenfield, MA  
Manchester, NH  
Ellsworth, ME

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of Harbor Homes, Inc. (a nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2018, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We did not audit the financial statements of Healthy at Home, Inc., whose statements reflect total assets constituting 1% of consolidated total assets at June 30, 2018, and total revenues constituting 5% of consolidated total revenues for the year then ended. Those statements were audited by other auditors, whose report has<sup>1</sup> been furnished to us, and our opinion, insofar as it relates to the amounts included for Healthy at Home, Inc., is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, based on our audit and the report of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Harbor Homes, Inc. as of June 30, 2018, and the changes in its net assets and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited Harbor Homes, Inc.'s fiscal year 2017 financial statements, including the fiscal year 2017 financial statements of the entities included in these consolidated financial statements (except for Healthy at Home, Inc. which was audited by other auditors who expressed an unmodified audit opinion on those audited financial statements), and we expressed unmodified audit opinions on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017 is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Matters**

#### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Consolidating Statement of Financial Position and the Consolidating Statement of Activities are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing

and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 20, 2018 on our consideration of Harbor Homes, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Harbor Homes, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Harbor Homes Inc.'s internal control over financial reporting and compliance.

*Melanson Heath*

December 20, 2018

HARBOR HOMES, INC.

Consolidated Statement of Financial Position  
 June 30, 2018  
 (With Comparative Totals as of June 30, 2017)

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 480,242	\$ 754,353
Restricted cash	1,096,661	614,739
Accounts receivable, net	2,060,419	2,784,965
Patient receivables, net	1,301,048	1,079,605
Promises to give	-	8,000
Investments	192,731	493,543
Inventory	123,078	67,277
Other assets	<u>71,155</u>	<u>101,770</u>
Total Current Assets	5,325,334	5,904,252
Noncurrent Assets:		
Property and equipment, net	30,968,341	30,353,542
Deferred compensation plan assets	<u>16,800</u>	<u>-</u>
Total Noncurrent Assets	<u>30,985,141</u>	<u>30,353,542</u>
Total Assets	<u>\$ 36,310,475</u>	<u>\$ 36,257,794</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current Liabilities:		
Lines of credit	\$ 1,285,423	\$ 1,094,935
Current portion of capital leases payable	-	18,304
Current portion of mortgages payable	496,608	450,736
Accounts payable	865,390	1,289,475
Accrued expenses	1,742,169	1,464,378
Deferred revenue	341,071	33,017
Other liabilities	<u>12,077</u>	<u>5,582</u>
Total Current Liabilities	4,742,738	4,356,427
Long-Term Liabilities:		
Security deposits	68,918	67,636
Deferred compensation plan liabilities	16,800	-
Mortgages payable, tax credits	158,237	79,280
Mortgages payable, net of current portion	15,783,030	16,245,171
Mortgages payable, deferred	<u>8,571,209</u>	<u>7,618,496</u>
Total Long-Term Liabilities	<u>24,598,194</u>	<u>24,010,583</u>
Total Liabilities	29,340,932	28,367,010
Unrestricted Net Assets	6,851,238	7,561,606
Temporarily Restricted Net Assets	<u>118,305</u>	<u>329,178</u>
Total Net Assets	<u>6,969,543</u>	<u>7,890,784</u>
Total Liabilities and Net Assets	<u>\$ 36,310,475</u>	<u>\$ 36,257,794</u>

The accompanying notes are an integral part of these financial statements.

HARBOR HOMES, INC.

Consolidated Statement of Activities  
For the Year Ended June 30, 2018  
(With Comparative Totals for the Year Ended June 30, 2017)

	Unrestricted <u>Net Assets</u>	Temporarily Restricted <u>Net Assets</u>	2018 <u>Total</u>	2017 <u>Total</u>
<b>Public Support and Revenue:</b>				
Public Support:				
State and local grants	\$ 11,380,392	\$ -	\$ 11,380,392	\$ 7,395,645
Federal grants	7,496,411	80,300	7,576,711	8,074,192
Contributions	73,663	613,018	686,681	1,044,621
Other grants	217,794	451,324	669,118	217,600
Fundraising events, net	20,857	28,097	48,954	33,283
Net assets released from restriction	1,383,612	(1,383,612)	-	-
Total Public Support	<u>20,572,729</u>	<u>(210,873)</u>	<u>20,361,856</u>	<u>16,765,341</u>
<b>Revenue:</b>				
Patient services revenues (other), net	5,686,860	-	5,686,860	5,512,169
Patient services revenues (FQHC), net	3,664,163	-	3,664,163	2,430,161
Department of Housing and Urban Development programs	3,429,882	-	3,429,882	3,420,327
Veterans Administration programs	2,213,701	-	2,213,701	2,160,799
Contracted services	1,039,097	-	1,039,097	1,044,751
Rent and service charges, net	867,249	-	867,249	825,519
Outside rent	555,551	-	555,551	432,905
Fees for services	344,456	-	344,456	318,808
Miscellaneous	177,075	-	177,075	27,768
Investment income (loss)	40,632	-	40,632	26,437
Total Revenue	<u>18,018,666</u>	<u>-</u>	<u>18,018,666</u>	<u>16,199,644</u>
Total Public Support and Revenue	<u>38,591,395</u>	<u>(210,873)</u>	<u>38,380,522</u>	<u>32,964,985</u>
<b>Expenses:</b>				
Program	33,423,301	-	33,423,301	27,777,021
Administration	3,754,447	-	3,754,447	3,176,798
Fundraising	667,731	-	667,731	670,846
Total Expenses	<u>37,845,479</u>	<u>-</u>	<u>37,845,479</u>	<u>31,624,665</u>
Change in net assets before depreciation	745,916	(210,873)	535,043	1,340,320
Depreciation	<u>(1,456,284)</u>	<u>-</u>	<u>(1,456,284)</u>	<u>(1,354,446)</u>
Change in net assets	(710,368)	(210,873)	(921,241)	(14,126)
Net Assets, Beginning of Year	<u>7,561,606</u>	<u>329,178</u>	<u>7,890,784</u>	<u>7,904,910</u>
Net Assets, End of Year	<u>\$ 6,851,238</u>	<u>\$ 118,305</u>	<u>\$ 6,969,543</u>	<u>\$ 7,890,784</u>

The accompanying notes are an integral part of these financial statements.

HARBOR HOMES, INC.

Consolidated Statement of Functional Expenses  
For the Year Ended June 30, 2018  
(With Comparative Totals for the Year Ended June 30, 2017)

	<u>Program</u>	<u>Administration</u>	<u>Fundraising</u>	<u>2018 Total</u>	<u>2017 Total</u>
<b>Expenses:</b>					
Salaries and wages	\$ 14,520,100	\$ 2,272,110	\$ 435,102	\$ 17,227,312	\$ 14,123,846
Client rental assistance	6,475,207	-	-	6,475,207	5,793,879
Employee benefits	1,822,234	291,863	43,725	2,157,822	1,516,722
Contracted services	1,930,543	67,920	5,586	2,004,049	2,134,126
Occupancy	1,753,278	176,775	4,022	1,934,075	1,733,130
Payroll taxes	1,157,347	171,856	34,646	1,363,849	1,059,527
Client insurance assistance	923,931	-	-	923,931	459,578
Operational supplies	799,811	6,456	219	806,486	354,235
Grants and donations	518,300	39,641	71,553	629,494	752,534
Interest expense	804,073	126,025	2,768	932,866	739,534
Office expenses	472,217	73,943	38,674	584,834	349,044
Other client assistance	460,267	50	-	460,317	123,926
Retirement contributions	324,433	122,669	6,605	453,707	323,890
Information technology	253,023	47,632	3,505	304,160	602,080
Client food and nutrition services	243,474	519	-	243,993	217,641
Travel	218,521	16,835	1,194	236,550	221,188
Insurance	152,556	10,724	228	163,508	251,962
Professional fees	119,833	51,595	6,426	177,854	163,910
Miscellaneous	137,963	66,459	1,393	205,815	127,572
Legal fees	29,722	81,685	226	111,633	122,421
Accounting fees	1,040	105,769	-	106,809	115,000
Conferences, conventions, and meetings	86,759	12,227	1,181	100,167	151,668
Advertising and promotion	83,847	4,576	9,979	98,402	24,842
Client counseling and support services	60,218	367	-	60,585	106,044
Staff expenses	33,117	4,518	699	38,334	10,830
Membership dues	20,772	2,233	-	23,005	30,190
Client medical assistance	20,715	-	-	20,715	15,346
<b>Total Expenses</b>	<b>33,423,301</b>	<b>3,754,447</b>	<b>667,731</b>	<b>37,845,479</b>	<b>31,624,665</b>
Depreciation	1,337,587	114,639	4,058	1,456,284	1,354,446
<b>Total Functional Expenses</b>	<b>\$ 34,760,888</b>	<b>\$ 3,869,086</b>	<b>\$ 671,789</b>	<b>\$ 39,301,763</b>	<b>\$ 32,979,111</b>

The accompanying notes are an integral part of these financial statements.

HARBOR HOMES, INC.

Consolidated Statement of Cash Flows  
For the Year Ended June 30, 2018  
(With Comparative Totals for the Year Ended June 30, 2017)

	<u>2018</u>	<u>2017</u>
<b>Cash Flows From Operating Activities:</b>		
Change in net assets	\$ (921,241)	\$ (14,126)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation and amortization	1,456,284	1,354,446
(Increase) Decrease In:		
Accounts receivable	724,546	(1,304,307)
Patient receivables	(221,443)	(242,996)
Promises to give	8,000	(8,000)
Inventory	(55,801)	(67,277)
Other assets	30,615	76,667
Increase (Decrease) In:		
Accounts payable	(424,085)	792,902
Accrued expenses	277,791	381,422
Deferred revenue	308,054	5,739
Other liabilities	6,495	(257,701)
Net Cash Provided by Operating Activities	<u>1,189,215</u>	<u>716,769</u>
<b>Cash Flows From Investing Activities:</b>		
Security deposits	1,282	25,993
Purchase of fixed assets	(2,071,083)	(640,938)
Sale of investments	300,812	(340,897)
Net Cash Used by Investing Activities	<u>(1,768,989)</u>	<u>(955,842)</u>
<b>Cash Flows From Financing Activities:</b>		
Borrowings from lines of credit, net	190,488	807,868
Payments on capital leases	(18,304)	(43,127)
Proceeds from long-term borrowings	1,007,713	200,000
Payments on long-term borrowings	(471,269)	(422,991)
Proceeds from tax credits	100,000	-
Payments on tax credits	(21,043)	(21,043)
Net Cash Provided by Financing Activities	<u>787,585</u>	<u>520,707</u>
Net Increase in Cash and Cash Equivalents	207,811	281,634
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	<u>1,369,092</u>	<u>1,087,458</u>
Cash, Cash Equivalents, and Restricted Cash, End of Year	<u>\$ 1,576,903</u>	<u>\$ 1,369,092</u>
<b>Supplemental disclosures of cash flow information:</b>		
Interest paid	<u>\$ 932,866</u>	<u>\$ 660,327</u>
Non-cash financing activities	<u>\$ -</u>	<u>\$ 4,950,000</u>

The accompanying notes are an integral part of these financial statements.

## HARBOR HOMES, INC.

### Notes to the Consolidated Financial Statements

#### 1. Organization:

The consolidated financial statements of Harbor Homes, Inc. include the following related entities. All inter-entity transactions have been eliminated. Unless otherwise noted, these consolidated entities are hereinafter referred to as the "Organization".

**Harbor Homes, Inc.** - Creates and provides quality residential and supportive services for persons (and their families) challenged by mental illness and/or homelessness in the State of New Hampshire. Programs include mainstream housing, permanent housing, transitional housing, and emergency shelter, as well as comprehensive support services that include behavioral healthcare, peer support programs, job training, a paid employment program, and social and educational activities. Harbor Homes, Inc. also runs a health care clinic that is a Federally Qualified Health Center (FQHC) offering primary medical services to the homeless and/or low-income individuals.

**Harbor Homes Plymouth, LLC** - A single-member, New Hampshire Limited Liability Company, created to develop and manage a new permanent supportive housing facility in Plymouth, New Hampshire (Boulder Point, LLC) for homeless veterans. Harbor Homes, Inc. is the sole member and the manager of Harbor Homes Plymouth, LLC.

**Boulder Point, LLC** - A New Hampshire Limited Liability Company, whose purpose is to acquire, own, develop, construct and/or rehabilitate, manage, and operate a new veterans housing project in Plymouth, New Hampshire. Harbor Homes Plymouth, LLC is a 0.01% investor member and the manager member.

**Harbor Homes II, Inc., Harbor Homes III, Inc., and HH Ownership, Inc.** - Provides residential services to the chronically mentally ill.

**Greater Nashua Council on Alcoholism** - Provides recovery support services which are evidence-based, gender-specific, and culturally competent, including residential, transitional housing, outpatient, intensive outpatient, family-based substance abuse services, pregnant and parenting women and children, and offender re-entry services initiative.

**Healthy at Home, Inc.** - Provides home healthcare services to residents of Nashua and surrounding communities and strives to enhance the lives of people with illness or injury through a cooperative relationship with the community, professional medical service providers, and associations that

serve people in need of healthcare. Homecare, rehabilitative, and private duty nursing services are provided in the individual's home setting.

**Welcoming Light, Inc.** – Provides residential services to the elderly and disabled and offers training for substance abuse and mental health issues and training for nonprofit agencies in New Hampshire.

**Southern New Hampshire HIV/Aids Task Force, Inc.** – Provides educational case management, mental health and alternative therapy assistance, housing assistance, food and nutritional guidance, substance abuse counseling, and other related support services to people in the Southern New Hampshire region infected with the HIV/Aids virus.

**Milford Regional Counseling, Inc.** – Operates a regional counseling center serving the Greater Souhegan Valley area and provides counseling, guidance, and consultation to individuals, groups, children, adults, and families.

## **2. Significant Accounting Policies:**

### ***Comparative Financial Information***

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2017, from which the summarized information was derived.

### ***Cash and Cash Equivalents***

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

### ***Accounts Receivable, Net***

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

### ***Patient Receivables, Net***

Patient receivables relate to health care services provided by the Organization's Federally Qualified Health Care Center. Additions to the allowance for doubtful accounts result from the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance for doubtful accounts. The amount of the allowance for doubtful accounts is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in Medicare and Medicaid health care coverage, and other indicators.

For receivables associated with services provided to patients who have third-party coverage, which includes patients with deductible and copayment balances due for which third-party coverage exists for part of the bill, the Organization analyzes contractually due amounts and provides an allowance for doubtful collections and a provision for doubtful collections, if necessary. For receivables associated with self-pay patients, the Organization records a significant provision for doubtful collections in the period of service on the basis of its past experience, which indicates that many patients are unable to pay the portion of their bill for which they are financially responsible. The difference between the billed rates and the amounts actually collected after all reasonable collections efforts have been exhausted is charged off against the allowance for doubtful collections.

### ***Inventory***

Inventory is comprised primarily of pharmacy items, and is stated at the lower of cost or net realizable value determined by the first-in, first-out method.

### ***Investments***

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the Consolidated Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Consolidated Statement of Activities.

### ***Property and Equipment***

Property and equipment additions over \$5,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 40 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Consolidated Statement of Activities. Costs of maintenance and repairs

that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal year 2018.

### ***Net Assets***

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

**Unrestricted Net Assets** – Net assets available for use in general operations.

**Temporarily Restricted Net Assets** – Net assets subject to donor restrictions that may or will be met by expenditures or actions and/or the passage of time. Contributions are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Consolidated Statement of Activities as net assets released from restrictions.

**Permanently Restricted Net Assets** – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed. The restrictions stipulate that resources be maintained permanently, but permit expending of the income generated in accordance with donor stipulations.

### ***Revenue and Revenue Recognition***

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

### ***Patient Services Revenues, Net***

Patient services revenues, net is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered. Self-pay revenue is recorded at published charges with charitable allowances

deducted to arrive at net self-pay revenue. All other patient services revenue is recorded at published charges with contractual allowances deducted to arrive at patient services, net. Reimbursement rates are subject to revisions under the provisions of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year incurred. Included in third-party receivables are the outstanding uncompensated care pool payments.

### ***Charity Care***

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Organization does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue.

### ***Accounting for Contributions***

Contributions are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

### ***Gifts-in-Kind Contributions***

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fund-

raising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

### ***Grant Revenue***

Grant revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Grant Guidance*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

### ***Functional Allocation of Expenses***

The costs of program and supporting services activities have been summarized on a functional basis in the Consolidated Statement of Activities. The Consolidated Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Administration expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years. Additionally, advertising costs are expensed as incurred.

### ***Change in Net Assets Before Depreciation***

Due to the significance of depreciation expense that is included in the Organization's change in net assets, the change in net assets before depreciation has been provided in the Consolidated Statement of Activities.

### ***Income Taxes***

The entities included in these consolidated financial statements (with the exception of Harbor Homes Plymouth, LLC and Boulder Point, LLC) have been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as organizations described in IRC Section 501(c)(3), qualify for charitable

contribution deductions, and have been determined not to be private foundations. A Return of Organization Exempt from Income Tax (Form 990), is required to be filed with the IRS for each entity. In addition, net income that is derived from business activities that are unrelated to an entity's exempt purpose is subject to income tax. In fiscal year 2018, Harbor Homes, Inc. and Milford Regional Counseling Services, Inc. were subject to unrelated business income tax and filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Harbor Homes Plymouth, LLC is a single-member, New Hampshire Limited Liability Company, with Harbor Homes, Inc. as its sole member. Harbor Homes Plymouth, LLC has elected to be treated as a corporation.

Boulder Point, LLC is a New Hampshire Limited Liability Company and has elected to be treated as a partnership.

### ***Estimates***

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and those differences could be material.

### ***Financial Instruments and Credit Risk***

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies and entities supportive of the Organization's mission. Investments are monitored regularly by the Organization. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Organization believes that its investment strategies are prudent for the long-term welfare of the Organization.

### ***Fair Value Measurements and Disclosures***

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly

to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable.
- Recurring measurement of investments – Note 4.
- Recurring measurement of lines of credit – Note 9.
- Recurring measurement of mortgages payable – Notes 10 – 12.

The carrying amounts of cash, cash equivalents, restricted cash, receivables, inventory, other assets, accounts payable, accrued expenses, deferred revenue, and other liabilities, approximate fair value due to the short-term nature of the items.

### ***Reclassifications***

Certain accounts in the prior year comparative totals have been reclassified for comparative purposes to conform to the presentation in the current year consolidated financial statements.

### **3. Restricted Cash:**

Restricted cash at June 30, 2018 consists of escrow and reserve accounts which are held for various purposes, and are comprised of the following:

Construction escrows	\$	471,769	
Reserve for replacements		547,792	*
Residual receipt deposits		13,062	*
Security deposits		<u>64,038</u>	
Total	\$	<u>1,096,661</u>	

\*Required by the Department of Housing and Urban Development.

### **4. Investments:**

Investments consist of the following at June 30, 2018:

	Fair Value	Level 1	Level 3
Equities	\$ 19,426	\$ 19,426	\$ --
Other investments	<u>173,305</u>	<u>-</u>	<u>173,305</u>
Total	\$ <u>192,731</u>	\$ <u>19,426</u>	\$ <u>173,305</u>

	Fair Value Measurements Using Significant Unobservable Inputs Level 3 <u>Other Investments</u>
Beginning Balance, July 1, 2017	\$ 161,946
Additions	11,359
Reductions	-
Transfers in to Level 3	-
Ending Balance, June 30, 2018	<u>\$ 173,305</u>

**5. Accounts Receivable, Net:**

Accounts receivable at June 30, 2018 consist of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 1,497,960	\$ -	\$ 1,497,960
Residents	59,701	(39,280)	20,421
Other	284,876	-	284,876
Medicaid	246,632	-	246,632
Pledges	8,000	-	8,000
Security deposits	2,530	-	2,530
Total	<u>\$ 2,099,699</u>	<u>\$ (39,280)</u>	<u>\$ 2,060,419</u>

**6. Patient Receivables, Net:**

Patient receivables, related to the Organization's Federally Qualified Health Care Center, consists of the following at June 30, 2018:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid	\$ 811,024	\$ (58,810)	\$ 752,214
Medicare	235,566	(85,358)	150,208
Other	767,453	(368,827)	398,626
Total	<u>\$ 1,814,043</u>	<u>\$ (512,995)</u>	<u>\$ 1,301,048</u>

7. **Property, Equipment, and Depreciation:**

A summary of the major components of property and equipment as of June 30, 2018 is presented below:

Land	\$	4,338,288
Land improvements		36,394
Buildings		27,785,977
Building improvements		7,031,206
Software		840,669
Vehicles		404,192
Furniture, fixtures, and equipment		725,786
Dental equipment		150,405
Medical equipment		58,022
Construction in progress		<u>1,292,454</u>
Subtotal		42,663,393
Less: accumulated depreciation		<u>(11,695,052)</u>
Total	\$	<u><u>30,968,341</u></u>

Depreciation expense for the year ended June 30, 2018 totaled \$1,456,284.

8. **Accrued Expenses:**

Accrued expenses at June 30, 2018 include the following:

Mortgage interest	\$	84,503
Payroll and related taxes		827,156
Compensated absences		784,710
Other		<u>45,800</u>
Total	\$	<u><u>1,742,169</u></u>

9. **Lines of Credit:**

At June 30, 2018, the Organization had the following lines of credit available:

**Harbor Homes, Inc.** - \$1,000,000 of credit available from TD Bank, N. A. due October 31, 2018, secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the bank's base rate plus 1% adjusted daily. As of June 30, 2018, the credit line had an outstanding balance of \$261,746 at an interest rate of 6.00%.

**Harbor Homes, Inc.** - \$500,000 line of credit available from TD Bank, N. A. due October 31, 2018, secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the bank's base rate plus 1% adjusted daily. As of June 30, 2018, the credit line had an outstanding balance of \$440,462 at an interest rate of 6.00%.

**Greater Nashua Council on Alcoholism** - \$750,000 line of credit available from Merrimack County Savings Bank, due on demand, and secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments at the Wall Street Journal Prime Rate plus 1.00% (6.00% at June 30, 2018) to Merrimack County Savings Bank. As of June 30, 2018, the credit line had an outstanding balance of \$348,779.

**Healthy at Home, Inc.** - \$250,000 of credit available from TD Bank, N. A., due October 31, 2018, secured by all business assets. The interest rate is the Wall Street Journal Prime Rate plus 1% (6.00% at June 30, 2018). The outstanding balance on the line of credit was \$234,436 at June 30, 2018.

Lines of credit are categorized in the fair value hierarchy as Level 2.

**10. Mortgages Payable, Tax Credits:**

Mortgages payable, tax credits consist of mortgages payable by Harbor Homes, Inc. to the Community Development Finance Authority through the Community Development Investment Program, payable through the sale of tax credits to donor organizations, maturing in 2020, secured by real property located at 59 Factory Street in Nashua, NH. This amount is amortized over ten years at zero percent interest. The amount due at June 30, 2018 is \$58,237.

Mortgages payable, tax credits also includes \$100,000 of Low Income Housing Tax Credits (LIHTC) to Boulder Point, LLC.

Mortgages payable, tax credits are categorized in the fair value hierarchy as Level 2.

11. **Mortgages Payable:**

Mortgages payable as of June 30, 2018 consisted of the following:

	<u>Principal Balance</u>	<u>Payment Amount</u>	<u>Payment Frequency</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Property/Security</u>
\$	3,653,055	\$ 19,635	Monthly	4.00%	09/15/42	615 Amherst Street in Nashua, NH
	3,375,000	-	Interest only	4.00%	02/28/19	75-77 Northeastern Boulevard in Nashua, NH
	1,146,876	7,879	Monthly	6.77%	12/05/33	335 Somerville Street in Manchester, NH
	1,125,000	-	Interest only	6.00%	11/22/18	75-77 Northeastern Boulevard in Nashua, NH
	1,118,886	6,193	Monthly	4.57%	12/05/33	335 Somerville Street in Manchester, NH
	1,041,850	7,768	Monthly	7.05%	10/01/40	59 Factory Street in Nashua, NH
	631,152	5,126	Monthly	6.97%	12/12/36	46 Spring Street in Nashua, NH
	602,012	5,324	Monthly	4.38%	08/12/30	45 High Street in Nashua, NH
	584,714	3,996	Monthly	4.75%	12/12/36	46 Spring Street in Nashua, NH
	443,434	2,692	Monthly	4.75%	10/01/40	59 Factory Street in Nashua, NH
	374,102	5,276	Monthly	9.25%	12/01/26	Allds Street in Nashua, NH
	348,728	5,387	Monthly	4.75%	03/29/21	14 Maple Street in Nashua, NH
	272,543	2,077	Monthly	4.83%	06/29/35	189 Kinsley Street in Nashua, NH
	256,339	3,369	Monthly	9.28%	01/01/28	Chestnut Street in Nashua, NH
	243,747	1,425	Monthly	4.75%	04/06/42	45 High Street in Nashua, NH
	214,679	1,731	Monthly	7.00%	09/28/36	7 Trinity Street in Claremont, NH
	192,497	3,184	Monthly	9.25%	05/01/25	North Main Street in Nashua, NH
	154,223	3,419	Monthly	1.00%	04/05/22	Mobile van
	150,933	3,419	Monthly	1.00%	03/05/22	615 Amherst Street in Nashua, NH
	109,834	1,144	Monthly	4.64%	11/10/29	24 Mulberry Street in Nashua, NH
	98,762	2,385	Monthly	9.25%	08/01/22	3 Winter Street in Nashua, NH
	90,208	779	Monthly	4.32%	04/11/37	4 New Haven Drive, Unit 202 in Nashua, NH
	55,000	-	Interest only	3.08%	10/31/19	Boulder Point Drive in Plymouth, NH
	45,227	299	Monthly	3.89%	10/01/35	59 Factory Street in Nashua, NH
	<u>20,058</u>	1,552	Monthly	4.50%	07/13/19	15 Union Street in Milford, NH
\$	16,348,859		Subtotal			
	(69,221)		Less debt issuance costs			
	<u>(496,608)</u>		Less amount due within one year			
\$	<u>15,783,030</u>		Mortgages payable, net of current portion			

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2019	\$ 496,608
2020	504,104
2021	531,444
2022	543,121
2023	501,920
Thereafter	<u>13,771,662</u>
Total	<u>\$ 16,348,859</u>

Mortgages payable are categorized in the fair value hierarchy as Level 2.

**12. Mortgages Payable, Deferred:**

The Organization has deferred mortgages outstanding at June 30, 2018 totaling \$8,571,209. These loans are interest free, and are not required to be repaid unless the Organization is in default with the terms of the loan agreements or, for certain loans, if an operating surplus occurs within that program.

Deferred mortgages payable at June 30, 2018 are as follows:

City of Manchester:	
Somerville Street property	\$ <u>300,000</u>
Total City of Manchester	300,000
City of Nashua:	
Factory Street property	580,000
Spring Street property	491,000
Strawberry Bank condominiums	80,000
High Street fire system	<u>65,000</u>
Total City of Nashua	1,216,000
Department of Housing and Urban Development:	
Strawberry Bank condominiums	<u>436,400</u>
Total Department of Housing and Urban Development	436,400
Federal Home Loan Bank (FHLB):	
Boulder Point property	952,713
Factory Street property	400,000
Somerville Street property	400,000
Spring Street property	398,747
Amherst Street property	<u>385,000</u>
Total FHLB	2,536,460
NHHFA:	
Amherst Street property	1,500,000
Factory Street property	1,000,000
Spring Street property	550,000
Charles Street property	32,349
Somerville Street property	<u>1,000,000</u>
Total NHHFA	<u>4,082,349</u>
Total Mortgages Payable, Deferred	<u>\$ 8,571,209</u>

Deferred mortgages payable are categorized in the fair value hierarchy as Level 2.

**13. Temporarily Restricted Net Assets:**

Temporarily restricted net assets are available for the following purposes at June 30, 2018:

<u>Purpose</u>	<u>Amount</u>
Special events	\$ 40,224
Housing	20,439
Client services	39,216
Clinic	2,656
Dental	10,000
Miscellaneous	<u>5,770</u>
Total	\$ <u>118,305</u>

Net assets are released from restrictions by incurring expenses satisfying the restricted purpose or by the passage of time.

**14. Patient Services Revenue (FQHC), Net:**

The Organization recognizes patient services revenue associated with services provided through its FQHC to patients who have Medicaid, Medicare, third-party payor, and managed care plans coverage on the basis of contractual rates for services rendered. For uninsured self-pay patients that do not qualify for charity care, the Organization recognizes revenue on the basis of its standard rates for services provided or on the basis of discounted rates if negotiated or provided by the Organization's policy. Charity care services are computed using a sliding fee scale based on patient income and family size. On the basis of historical experience, a significant portion of the Organization's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Organization records a provision for bad debts related to uninsured patients in the period the services are provided.

The Organization accepts patients regardless of their ability to pay. A patient is classified as a charity patient by reference to certain established policies, which define charity services as those costs for which no payment is anticipated. The Organization uses federally established poverty guidelines to assess the level of discount provided to the patient. The Organization is required to provide a full discount to patients with annual incomes at or below 100% of the poverty guidelines, but may charge a nominal copay. If the patient is unable to pay the copay, the amount is written off to charity care. All patients are charged in accordance with a sliding fee discount program based on household size and household income. No discounts may be provided to patients with incomes over 200% of federal poverty guidelines.

Patient services revenue (FQHC), net of provision for bad debts and contractual allowances and discounts, consists of the following:

	2018			2017	
	Gross Charges	Contractual Allowances	Charitable Care Allowances	Net Patient Service Revenue	Net Patient Service Revenue
Medicaid	\$ 1,788,985	\$ (283,487)	\$ -	\$ 1,505,498	\$ 1,470,902
Medicare	1,649,191	(624,839)	-	1,024,352	284,040
Third-party	1,597,970	(528,963)	-	1,069,007	560,456
Sliding fee/free care	443,680	-	(440,720)	2,960	18,900
Self-pay	427,971	-	(124,171)	303,800	301,645
Subtotal	\$ 5,907,797	\$ (1,437,289)	\$ (564,891)	3,905,617	2,635,943
Provision for bad debts				(241,454)	(205,782)
Total				\$ 3,664,163	\$ 2,430,161

**15. Client Rental Assistance:**

The Organization has multiple grants requiring the payment of rents on behalf of the consumer. Rent expense totaling approximately \$6.5 million is comprised of leases held in the Organization's name and the responsibility of the Organization, leases in consumers' names, or rents paid as client assistance.

**16. Plymouth NH Veterans Housing Project:**

The Plymouth NH Veterans Housing project is a planned permanent supportive housing development of twenty-five one-bedroom apartments for homeless veterans, and five two-bedroom apartments for low-income families located on Boulder Point Drive in Plymouth, New Hampshire. The New Hampshire Community Development Finance Authority has awarded Harbor Homes, Inc. \$700,000 in state tax credits for the project. Harbor Homes, Inc. is serving as the developer of the \$7 million project and will receive a developer fee, net of expenses in the amount of \$472,000. When completed, the 29,000 square foot apartment building will not only offer affordable, permanent supportive housing for in-need veterans, but staff from Harbor Homes, Inc. and White River Junction VA Medical Center will also provide essential supportive services and case management on-site.

**17. Deferred Compensation Plan:**

In fiscal year 2018, the Organization offered a 401(k) retirement plan. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the 401(k) plan. The Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the year ended June 30, 2018 were \$454,960.

The Organization maintains a deferred compensation plan for certain directors (the "SA Plan"). The deferred compensation liability under the SA Plan was \$16,800 as of June 30, 2018 and was recorded as a long-term liability. This liability is offset by a corresponding long-term asset in the same amount.

**18. Concentration of Risk:**

The Organization received revenue as follows:

Federal grants	\$	30%
State, local, and other agencies		20%
Patient services revenues (other), net		15%
Patient services revenues (FQHC), net		10%
Department of Housing and Urban Development		9%
Department of Veterans Affairs		6%
All other support and revenue		10%
Total	\$	<u>100%</u>

**19. Contingencies:**

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. Compliance with these laws and regulations is subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time. Government activity continues to increase with respect to investigations and allegations concerning possible violations by healthcare providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties, as well as significant repayments for patient service previously billed. Management is not aware of any material incidents of noncompliance; however, the possible future financial effects of this matter on the Organization, if any, are not presently determinable.

**20. Supplemental Disclosure of Cash Flow Information:**

The Organization has adopted Accounting Standard Update (ASU) No. 2016-18, *State of Cash Flows (Topic 203): Restricted Cash*. The amendments in this update require that the Consolidated Statement of Cash Flows explain the change during the fiscal year of restricted cash as part of the total of cash and cash equivalents.

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Consolidated Statement of Financial

Position to the same such amounts reported in the Consolidated Statement of Cash Flows.

Cash and Cash Equivalents	\$ 480,242
Restricted Cash	<u>1,096,661</u>
Total Cash, Cash Equivalents, and Restricted Cash shown in the Consolidated Statement of Cash Flows	\$ <u>1,576,903</u>

**21. Change in Accounting Principle:**

Effective July 1, 2017, the Organization adopted FASB ASU 2015-11, *Inventory (Topic 330): Simplifying the Measurement of Inventory*, which simplifies the subsequent measurement of inventory by replacing the lower of cost or market test with a lower of cost or net realizable value test. Net realizable value is defined as estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. Prior to fiscal year 2018, the Organization reported inventory at the lower of cost or market. This guidance is applied prospectively as determined by the standard. There is no prior year or current year effect to the financial statements as a result of this change.

**22. Subsequent Events:**

Subsequent events have been evaluated through December 20, 2018, which is the date the financial statements were available to be issued.

On August 29, 2019, Harbor Homes, Inc. signed a \$400,000 short-term note with a local bank. Interest on the note is required at 2.5% above the bank's base rate for six months. The note is secured by two properties.

In October of 2018, Harbor Homes, Inc. sold two properties. The proceeds were used to pay down the short-term note in the amount of \$319,000.

Subsequent to year end, and upon completion of the Plymouth NH Veterans Housing project, additional Low Income Housing Tax Credits (LIHTC) funding of approximately \$2.6 million will be provided to Boulder Point, LLC.

The New Hampshire Community Development Finance Authority has awarded Harbor Homes, Inc. \$700,000 in state tax credits for the Plymouth NH Veterans Housing project which will be received in fiscal years 2019 and 2020 and will consist of mortgages payable totaling \$560,000 to the Community Development Investment Program.

**HARBOR HOMES, INC.**  
 Consolidating Statement of Financial Position  
 June 30, 2018  
 (With Comparative Totals as of June 30, 2017)

\*\* Includes Harbor Homes, Inc., Harbor Homes Plymouth, LLC, and Boulder Point, LLC

	** Harbor Homes, Inc.	Harbor Homes II, Inc.	Harbor Homes III, Inc.	HH Ownership, Inc.	Greater Nashua Council on Alcoholism	Healthy at Horns, Inc.	Welcoming Lights, Inc.	Southern NH HIV/AIDS Task Force, Inc.	Millard Regional Counseling Services, Inc.	Subtotal	Eliminations	2018 Total	2017 Total
<b>ASSETS</b>													
<b>Current Assets:</b>													
Cash and cash equivalents	\$ 2,275	\$ 903	\$ 2,508	\$ 1,556	\$ 315,659	\$ 39,447	\$ 9,572	\$ 95,156	\$ 13,166	\$ 480,242	\$ -	\$ 480,242	\$ 754,353
Restricted cash	891,720	28,332	69,272	13,256	28,752	-	64,329	-	-	1,096,661	-	1,096,661	614,739
Accounts receivable, net	1,336,150	1,379	553	-	555,874	-	952	152,267	13,244	2,060,419	-	2,060,419	2,784,965
Patient receivables, net	1,023,946	-	-	-	-	277,102	-	-	-	1,301,048	-	1,301,048	1,079,805
Promises to give	-	-	-	-	-	-	-	-	-	-	-	-	8,000
Due from related organizations	145,432	-	-	-	-	-	-	-	-	-	-	-	-
Investments	182,731	-	-	-	-	-	-	-	2,320	147,752	(147,752)	-	-
Inventory	123,078	-	-	-	-	-	-	-	-	192,731	-	192,731	493,543
Other assets	53,481	-	-	-	-	16,824	-	-	-	123,078	-	123,078	67,277
<b>Total Current Assets</b>	<b>3,768,813</b>	<b>30,614</b>	<b>72,333</b>	<b>14,812</b>	<b>901,285</b>	<b>333,473</b>	<b>74,853</b>	<b>248,173</b>	<b>28,730</b>	<b>5,473,066</b>	<b>(147,752)</b>	<b>5,325,334</b>	<b>5,904,252</b>
<b>Noncurrent Assets:</b>													
Property and equipment, net	24,214,377	320,659	200,980	311,803	5,605,937	12,581	213,186	6,536	152,282	31,036,341	(70,000)	30,966,341	30,353,542
Due from related organizations	1,403,059	-	-	-	266,004	-	121,479	82,888	-	1,873,530	(1,873,530)	-	-
Deferred compensation plan assets	18,800	-	-	-	-	-	-	-	-	18,800	-	18,800	-
Prepaid land lease	285,000	-	-	-	-	-	-	-	-	285,000	(285,000)	-	-
<b>Total Noncurrent Assets</b>	<b>25,919,236</b>	<b>320,659</b>	<b>200,980</b>	<b>311,803</b>	<b>5,871,941</b>	<b>12,581</b>	<b>334,665</b>	<b>69,524</b>	<b>152,282</b>	<b>33,213,671</b>	<b>(2,228,530)</b>	<b>30,985,141</b>	<b>30,353,542</b>
<b>Total Assets</b>	<b>29,688,049</b>	<b>351,273</b>	<b>273,313</b>	<b>326,615</b>	<b>6,773,226</b>	<b>346,054</b>	<b>409,518</b>	<b>337,697</b>	<b>181,012</b>	<b>38,686,757</b>	<b>(2,376,282)</b>	<b>36,310,475</b>	<b>36,257,794</b>
<b>LIABILITIES AND NET ASSETS</b>													
<b>Current Liabilities:</b>													
Lines of credit	\$ 702,208	\$ -	\$ -	\$ -	\$ 348,779	\$ 234,436	\$ -	\$ -	\$ -	\$ 1,285,423	\$ -	\$ 1,285,423	\$ 1,094,935
Current portion of capital leases payable	-	-	-	-	-	-	-	-	-	-	-	-	18,304
Current portion of mortgages payable	281,658	29,857	17,444	-	128,006	-	21,289	-	18,254	498,608	-	498,608	450,738
Accounts payable	731,227	5,484	2,005	357	45,128	-	3,526	77,498	165	865,390	-	865,390	1,269,475
Accrued expenses	1,375,281	3,275	1,853	1,079	214,127	109,260	2,741	27,289	7,264	1,742,169	-	1,742,169	1,464,378
Due to related organizations	17,952	-	5,781	5,917	-	115,782	-	2,320	-	147,752	(147,752)	-	-
Deferred revenue	821,395	-	-	-	-	4,676	-	-	-	826,071	(285,000)	341,071	33,017
Other liabilities	12,077	-	-	-	-	-	-	-	-	12,077	-	12,077	5,582
<b>Total Current Liabilities</b>	<b>3,741,798</b>	<b>38,716</b>	<b>27,083</b>	<b>7,353</b>	<b>736,040</b>	<b>464,154</b>	<b>27,556</b>	<b>107,107</b>	<b>25,683</b>	<b>5,175,490</b>	<b>(432,752)</b>	<b>4,742,738</b>	<b>4,356,427</b>
<b>Long-Term Liabilities:</b>													
Due to related organizations	1,320,108	175,483	-	-	27,012	-	291,480	-	59,467	1,873,530	(1,873,530)	-	-
Security deposits	57,860	4,018	2,494	1,317	-	-	1,079	-	2,350	68,918	-	68,918	67,636
Deferred compensation plan liabilities	16,800	-	-	-	-	-	-	-	-	16,800	-	16,800	-
Mortgages payable, tax credits	158,237	-	-	-	-	-	-	-	-	158,237	-	158,237	79,280
Mortgages payable, net of current portion	11,420,217	344,145	238,895	-	3,606,761	-	171,208	-	1,804	15,783,030	-	15,783,030	16,245,171
Mortgages payable, deferred	6,189,809	-	-	518,400	1,885,000	-	-	-	-	8,571,209	-	8,571,209	7,618,496
<b>Total Long-Term Liabilities</b>	<b>19,142,831</b>	<b>523,626</b>	<b>241,389</b>	<b>517,717</b>	<b>5,518,773</b>	<b>-</b>	<b>463,767</b>	<b>-</b>	<b>83,621</b>	<b>28,471,724</b>	<b>(1,873,530)</b>	<b>24,598,194</b>	<b>24,010,563</b>
<b>Total Liabilities</b>	<b>22,884,629</b>	<b>562,342</b>	<b>268,472</b>	<b>525,070</b>	<b>6,254,813</b>	<b>464,154</b>	<b>491,323</b>	<b>107,107</b>	<b>89,304</b>	<b>31,647,214</b>	<b>(2,306,282)</b>	<b>29,340,932</b>	<b>28,367,010</b>
<b>Unrestricted Net Assets (Deficit)</b>													
Unrestricted Net Assets (Deficit)	6,685,115	(211,069)	4,841	(198,455)	518,413	(118,100)	(81,805)	230,590	91,708	6,921,238	(70,000)	6,851,238	7,561,606
Temporarily Restricted Net Assets	118,305	-	-	-	-	-	-	-	-	118,305	-	118,305	329,178
<b>Total Net Assets</b>	<b>6,803,420</b>	<b>(211,069)</b>	<b>4,841</b>	<b>(198,455)</b>	<b>518,413</b>	<b>(118,100)</b>	<b>(81,805)</b>	<b>230,590</b>	<b>91,708</b>	<b>7,039,543</b>	<b>(70,000)</b>	<b>6,969,543</b>	<b>7,890,784</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 29,688,049</b>	<b>\$ 351,273</b>	<b>\$ 273,313</b>	<b>\$ 326,615</b>	<b>\$ 6,773,226</b>	<b>\$ 346,054</b>	<b>\$ 409,518</b>	<b>\$ 337,697</b>	<b>\$ 181,012</b>	<b>\$ 38,686,757</b>	<b>\$ (2,376,282)</b>	<b>\$ 36,310,475</b>	<b>\$ 36,257,794</b>

See Independent Auditors' Report.

HARBOR HOMES, INC.

Consolidating Statement of Activities  
For the Year Ended June 30, 2018  
(With Comparative Totals for the Year Ended June 30, 2017)

\*\* Includes Harbor Homes, Inc., Harbor Homes Plymouth, LLC, and Boulder Point, LLC

	** Harbor Homes, Inc.	Harbor Homes II, Inc.	Harbor Homes III, Inc.	HH Ownership, Inc.	Greater Nashua Council on Alcoholism	Healthy at Home, Inc.	Welcoming Lift, Inc.	Southern NH HIV/AIDS Task Force, Inc.	Millard Regional Counseling Services, Inc.	Subtotal	Eliminations	2018 Total	2017 Total
<b>Public Support and Revenue:</b>													
<b>Public Support:</b>													
State and local grants	\$ 9,833,151	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,547,241	\$ -	\$ 11,380,392	\$ -	\$ 11,380,392	\$ 7,395,645
Federal grants	3,494,823	-	-	-	3,492,617	-	-	589,171	-	7,576,711	-	7,576,711	8,074,192
Contributions	822,406	-	-	-	2,231	3,622	7,173	33,884	17,365	686,681	-	686,681	1,044,821
Other grants	869,118	-	-	-	-	-	-	-	-	869,118	-	869,118	217,600
Fundraising events, net	39,196	-	-	-	-	-	-	-	-	39,196	-	39,196	-
<b>Total Public Support</b>	<b>14,658,794</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,494,848</b>	<b>3,622</b>	<b>7,173</b>	<b>2,180,054</b>	<b>17,365</b>	<b>20,361,856</b>	<b>-</b>	<b>20,361,856</b>	<b>16,765,341</b>
<b>Revenue:</b>													
Patient services revenues (other), net	1,903,590	-	-	-	2,020,077	1,783,193	-	-	-	5,686,860	-	5,686,860	5,512,169
Patient services revenues (FQHC), net	3,664,163	-	-	-	-	-	-	-	-	3,664,163	-	3,664,163	2,430,161
Department of Housing and Urban Development programs	3,058,843	115,280	104,663	21,353	-	-	129,743	-	-	3,429,882	-	3,429,882	3,420,327
Veterans Administration programs	2,213,701	-	-	-	-	-	-	-	-	2,213,701	-	2,213,701	2,180,799
Contracted services	719,154	-	-	-	298,483	-	-	-	-	1,017,637	-	1,017,637	1,044,751
Rent and service charges, net	735,691	41,301	31,442	21,600	-	-	30,476	-	21,460	1,039,097	-	1,039,097	825,519
Outside rent	554,851	-	-	-	-	-	700	-	6,739	561,590	-	561,590	432,905
Fees for services	139,400	-	-	-	-	-	150	38,188	168,720	344,456	-	344,456	318,808
Miscellaneous	198,608	-	-	-	6,885	-	39,926	1,656	-	247,075	(70,000)	177,075	27,788
Investment income (loss)	40,354	7	38	5	50	-	16	-	-	40,632	-	40,632	26,437
Management fees, net	37,408	-	-	-	-	-	-	-	-	37,408	(37,408)	-	-
<b>Total Revenue</b>	<b>13,265,763</b>	<b>156,588</b>	<b>136,143</b>	<b>42,958</b>	<b>2,325,495</b>	<b>1,783,193</b>	<b>201,011</b>	<b>38,004</b>	<b>196,919</b>	<b>18,126,074</b>	<b>(107,408)</b>	<b>18,018,666</b>	<b>18,199,644</b>
<b>Total Public Support and Revenue</b>	<b>27,924,557</b>	<b>156,588</b>	<b>136,143</b>	<b>42,958</b>	<b>5,820,343</b>	<b>1,786,815</b>	<b>208,184</b>	<b>2,218,058</b>	<b>214,284</b>	<b>38,487,930</b>	<b>(107,408)</b>	<b>38,380,522</b>	<b>32,964,985</b>
<b>Expenses:</b>													
Program	23,954,954	134,424	100,048	35,840	5,051,627	1,832,128	145,743	2,050,379	155,566	33,460,709	(37,408)	33,423,301	27,777,021
Administration	2,614,520	10,576	7,650	10,657	667,460	223,787	21,316	148,749	49,532	3,754,447	-	3,754,447	3,176,798
Fundraising	559,731	-	-	-	82,258	-	14,066	7,669	4,006	667,731	-	667,731	670,846
<b>Total Expenses</b>	<b>27,129,205</b>	<b>145,000</b>	<b>107,698</b>	<b>46,497</b>	<b>5,801,346</b>	<b>2,055,915</b>	<b>181,125</b>	<b>2,206,797</b>	<b>209,104</b>	<b>37,882,887</b>	<b>(37,408)</b>	<b>37,845,479</b>	<b>31,624,665</b>
Change in net assets before depreciation	795,352	11,588	28,245	(3,539)	18,997	(289,100)	27,059	11,261	5,180	605,043	(70,000)	535,043	1,340,320
Depreciation	1,133,113	25,469	21,386	14,134	230,582	3,009	25,571	503	2,517	1,456,284	-	1,456,284	1,354,448
Change in net assets	(337,761)	(13,881)	6,859	(17,673)	(211,585)	(292,109)	1,488	10,758	2,663	(851,241)	(70,000)	(921,241)	(14,128)
Net Assets (Deficit), Beginning of Year	7,141,181	(197,188)	(2,018)	(180,782)	729,998	174,009	(83,293)	219,832	89,045	7,890,784	-	7,890,784	7,904,910
Net Assets (Deficit), End of Year	\$ 6,803,420	\$ (211,069)	\$ 4,841	\$ (198,455)	\$ 518,413	\$ (118,100)	\$ (81,805)	\$ 230,590	\$ 91,708	\$ 7,039,543	\$ (70,000)	\$ 6,969,543	\$ 7,890,784

See Independent Auditors' Report.

## CURRENT BOARD OF DIRECTORS LIST (12/1/18)

### Officers

Dan Sallet, Chair  
Trent Smith, Vice-Chair  
David Aponovich, Treasurer  
Jared Freilich, Asst. Treasurer  
Joel Jaffe, Secretary  
Laurie Goguen, Asst. Secretary

### Directors

Thomas I. Arnold, III  
Jack Balcom  
Vijay Bhatt  
Vince Chamberlain  
Laurie DesRochers  
Phil Duhaime  
Lynn King  
Ed McDonough  
Rick Plante

**PETER J. KELLEHER, CCSW, LICSW**

**PROFESSIONAL EXPERIENCE**

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- 2006-Present** President & CEO, Southern NH HIV Task Force
- 2002-Present** President & CEO, GNCA, Inc. Nashua, NH
- 1997-Present** President & CEO, Healthy At Home, Inc., Nashua, NH
- 1995-Present** President & CEO, Milford Regional Counseling Services, Inc., Milford, NH
- 1995-Present** President & CEO, Welcoming Light, Inc., Nashua, NH
- 1982-Present** President & CEO, Harbor Homes, Inc., Nashua, NH  
Currently employed as chief executive officer for nonprofit corporation (and affiliates) providing residential, supported employment, and social club services for persons with long-term mental illness and/or homeless. Responsible for initiation, development, and oversight of 33 programs comprising a \$10,000,000 operating budget; proposal development resulting in more than \$3,000,000 in grants annually; oversight of 330 management and direct care professionals.
- 2003-2006** Consultant  
Providing consultation and technical assistance throughout the State to aid service and mental health organizations
- 1980 - 1982** Real Estate Broker, LeVaux Realty, Cambridge, MA  
Successful sales and property management specialist.
- 1979 - 1980** Clinical Coordinator, Task Oriented Communities, Waltham, MA  
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979** Faculty, Middlesex Community College, Bedford, MA  
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979** Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA  
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976** Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA  
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971 - 1976** Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA  
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

## **EDUCATION**

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1988-1991 Rivier College, Nashua, NH -- Bachelor of Science, Accounting

## **OTHER ACHIEVEMENTS**

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Licensed Certified Public Accountant in the State of New Hampshire  
Member of the New Hampshire Society of Certified Public Accountants  
Member of the American Institute of Certified Public Accountants

## **SOFTWARE EXPERIENCE**

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Excel, Word, Powerpoint, Pro-Fx Tax software, Pro-Fx Trial balance software, Quickbooks, Peachtree, T-Value, various auditing software programs

Patricia A. Robitaille, CPA

## PROFILE

- 18 years experience in accounting/financial
- Management experience
- Diversified industry exposure
- Counselor and mentor
- Training experience
- Knowledge of multiple computer programs
- Excellent client support
- Tax preparation experience

## PROFESSIONAL EXPERIENCE

- June 2009 – Present      *Vice President of Finance*      Harbor Homes, Inc.
- Responsible for the finances of 9 related non-profit entities with revenues in excess \$22M
  - Directly responsible for budgeting, planning, cash management, grants and contracts falling under the business/accounting office
  - Reviews and analyzes the monthly, quarterly and annual financial reports
  - Analyzes results of cash flows, budget expenditures and grant restrictions
  - Assists the President/CEO with financial planning and capital projects
  - Responsible for the annual financial and retirement audits of all related entities
  - Reviews Federal 990 tax returns and state returns
  - Set up web based electronic timesheets
  - Implemented the conversion and installation of accounting and HR software
  - Prepares and reviews 941 quarterly returns, state unemployment returns
  - Oversees worker's compensation renewals, audit preparations, safety controls
  - Responsible for coordinating, financing of two \$6M capital construction
- Jan. 2007 – Oct. 2008      *Audit Manager*      Ernst Young LLP, Manchester, NH
- Managed audits of private corporations with revenues up to \$200 million
  - Assisted as manager of audits for public corporations with revenues up to \$400 million
  - Reviewed and assisted preparation of financial statements, 10Q quarterly filings and 10K annual filings
  - Analyzed and reviewed internal control under Section 404 of the Sarbanes Oxley Act
  - Prepared management comments in conjunction with material weakness or significant deficiencies
- Jun. 1997 – Jan. 2007      *Audit Supervisor*      Melanson Heath & Company, P.C., Nashua, NH
- Supervise/train various teams for commercial, not-for-profit, and municipal audits and agreed upon procedures
  - Audit services include balance sheet reconciliation including inventory control
  - Preparation and presentation of financial statements
  - Preparation of management comment letters for internal quality improvement
  - Assist clients with all aspects of accounting

- Preparation of budgets and cash forecasting
- Consulting services to clients including maximization of profits
- Extensive corporate tax preparation experience

1993 - 1997     *Accounting/Office Manager*     Hammar Hardware Company, Nashua, NH

- Management of a five-person staff
- Oversaw accounts receivable, accounts payable and general ledger reconciliation
- Responsible for inventory management, preparation for year-end audit and collaboration with external auditors
- Prepared monthly internal financial statements
- Responsible for payroll including quarterly and year-end reporting

#### **EDUCATION**

---

1988-1991     Rivier College, Nashua, NH - Bachelor of Science, Accounting

#### **OTHER ACHIEVEMENTS**

---

Licensed Certified Public Accountant in the State of New Hampshire  
 Member of the New Hampshire Society of Certified Public Accountants  
 Member of the American Institute of Certified Public Accountants

#### **SOFTWARE EXPERIENCE**

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Excel, Word, PowerPoint, Pro-Fx Tax software, Pro-Fx Trial balance software, QuickBooks, Peachtree, T-Value, various auditing software programs, Sage Non-profit Accounting software, Sage MAS 90 accounting software.

# Ana Pancine

Objective	To obtain a position within an organization that offers me the opportunity to apply my experiences and academic expertise in the Financial field, and that provides me a chance to enhance my career knowledge.	
Experience	<p><b>December 2006 – Present      Hewlett-Packard      Nashua, NH</b></p> <p><b>Service Resource Coordinator</b> <span style="float: right;"><i>December 2006 - Presently</i></span></p> <ul style="list-style-type: none"> <li>• Accountable for all metric reports for the PER Event team in a monthly basis.</li> <li>• Responsible for revenue booking for two districts.</li> <li>• Accountable to update, present and distribute all reports related to the department.</li> <li>• Provide quality reports for upper management to review the progress of the team.</li> <li>• Responsible for all the billings for Latin America.</li> </ul>	
	<p><b>August 2001 – December 2006      Electronic Data Systems(EDS)      Nashua, NH</b></p> <p><b>Americas Business Analyst</b> <span style="float: right;"><i>February 2004 – December 2006</i></span></p> <ul style="list-style-type: none"> <li>• Manage ten cost centers with annual expenses of \$9m and revenue of \$18m, forecast on a quarterly basis, generate expense and revenue accruals, and establish budgetary guidelines for team members.</li> <li>• Variance reporting monthly for +/-1 % of forecasted to report to senior management.</li> <li>• Compile, reconcile, and obtain approval from customer for account metrics on a monthly basis.</li> <li>• Maintain global reporting of 200 employees with specific emphasis on geographic alignment, individual line counts, and organizational charts for account utilization and resource mapping</li> <li>• Approve time card for temporary employees, main contact for temporary agencies and responsible for hiring/releasing of temporary employees.</li> <li>• Main contact for all customers located in the Latin America territory.</li> <li>• Provided Financial Support for account closing.</li> </ul>	
	<p><b>Quality Controller/ System Support Administrator</b> <span style="float: right;"><i>June 2003 – February 2005</i></span></p> <ul style="list-style-type: none"> <li>• Main contact between administrators and system support to prioritize technical errors.</li> <li>• Responsible for weekly, monthly and quarterly quality review reporting.</li> <li>• Responsible for weekly and monthly geography reports.</li> <li>• Maintain all employee related spreadsheets updated.</li> <li>• Manage quality review reports to ensure policies and procedures are being followed.</li> <li>• Mentoring new hires in their assigned positions.</li> <li>• Communicating with manager for tools necessary for team.</li> <li>• Categorize and notify managers of any performance issues.</li> <li>• Provide support for team members with problem solving.</li> </ul>	
	<p><b>Per Event Administrator</b> <span style="float: right;"><i>August 2001 – June 2003</i></span></p> <ul style="list-style-type: none"> <li>• Responsible for billing revenue.</li> <li>• General office filing and organization.</li> <li>• Data Entry.</li> <li>• Assisting customer needs.</li> <li>• Solving any customer issues.</li> <li>• Revenue booking and customer assistance for Latin America/Caribbean territory.</li> <li>• Assistant and service provided for all customer located in the Latin America/Caribbean/Europe territory.</li> </ul>	
Skills	<ul style="list-style-type: none"> <li>• Windows 98/2000/XP</li> <li>• SIFT – Financial Database</li> <li>• Microsoft Office</li> </ul>	<ul style="list-style-type: none"> <li>• PEARS/CHAMP/WFM</li> <li>• NCAS/SAP</li> <li>• Fluent in Portuguese and Spanish.</li> </ul>
Education	<p><b>Hesser College</b></p> <ul style="list-style-type: none"> <li>• Bachelor of Science, Business Administration – Oct 2005</li> </ul> <p><b>Southern NH University</b></p> <ul style="list-style-type: none"> <li>• Pursuing MBA and Financial/International Business Certification.</li> </ul>	

References Available upon request

**HARBOR HOMES, INC.**

October 7, 2019

MCRT Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President & CEO	\$183,999	1%	\$1,839.99
Patricia Robitaille	Chief Financial Officer	\$150,000	1%	\$1,500
Ana Pancine	Chief Revenue Office	\$115,000	1%	\$1,150
Vanessa Talasazan	Chief Strategy Officer	\$115,000	1%	\$1,150
James Cline	Program Manager	\$62,000	50%	\$31,000

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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
***DIVISION FOR BEHAVIORAL HEALTH***

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 3, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health to exercise a renewal option and amend an existing agreement with Harbor Homes, Inc., (Vendor # 155358), 45 High Street, Nashua, NH 03060, to provide Mobile Crisis Services and Supports by increasing the price limitation by \$437,871 from \$2,877,226 to \$3,315,097 and by extending the completion date from June 30, 2019 to October 31, 2019, effective upon Governor and Executive Council approval. 100% General Funds.

This agreement was originally approved by the Governor and Executive Council on April 19, 2017, (Item #14A)

Funds are anticipated to be available in SFY 2020 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**05-95-092-920010-5945 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: BEHAVIORAL HEALTH DIV, DIV , DIV OF BEHAVIORAL HEALTH, CMH PROGRAM  
SUPPORT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	92005945	\$250,000	\$0	\$250,000
			<b>Subtotal</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$250,000</b>

**05-95-092-922010-4117HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
 HHS: BEHAVIORAL HEALTH DIV, DIV , BUREAU OF MENTAL HEALTH SERVICES, CMH  
 PROGRAM SUPPORT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	92204117	\$1,313,613	\$0	\$1,313,613
2019	102-500731	Contracts for Prog Svc	92204117	\$1,313,613	\$0	\$1,313,613
2020	102-500731	Contracts for Prog Svc	92204117	\$0	\$437,871	\$437,871
			Subtotal:	\$2,627,226	\$437,871	\$3,065,097
			Total:	\$2,877,226	\$437,871	\$3,315,097

**EXPLANATION**

The purpose of this request is to continue providing a Mobile Crisis Response Team and beds for individuals eighteen (18) years or older who are experiencing a mental health crisis including those with a co-occurring substance use disorders in Mental Health Region VI, which includes Brookline, Hollis, Hudson, Litchfield, Mason, Merrimack, Milford, Mount Vernon, and Nashua.

Each month, the contractor serves approximately 180 unique individuals through mobile crisis outreach services, phone support, referrals, and crisis apartments, which results in approximately 342 hospital diversions each month.

The original agreement, included language in Exhibit C-1, Paragraph 3 that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for three (3) months of the two (2) years at this time.

The Contractor will continue to provide mobile crisis stabilization services 24 hours a day, 7 days a week, a central phone triage system where trained clinicians complete an initial risk assessment and appropriate referrals, and two (2), two-bedroom mobile crisis apartments that provide an alternative to hospitalization and/or institutionalization. The contractor will collaborate and coordinate with law enforcement where appropriate. Additionally, the contractor will have the ability to respond to requests for crisis assessments and interventions within one (1) hour of receiving calls for mobilization of services. Once the contractor is involved with a case, services and supports can be provided for up to seven (7) days following the onset of the crisis to ensure individuals remain stable and in the community.

The Bureau of Mental Health Services seeks to promote full community inclusion for adults (18 years or older) who have severe mental illness, severe and persistent mental illness or who are severely mentally disabled. The State places a high emphasis on supporting individuals in their community with a broad range of supports and services that reduce the need for inpatient care.

As part of New Hampshire's implementation of the Community Mental Health Agreement (Amanda D. Settlement), the Bureau of Mental Health Services has implemented the Mobile Crisis

Services and Supports contract for the provision of four (4), community crisis apartments, with no more than one (1) bed per apartment, a mobile crisis team and timely accessible services and supports to individuals eighteen (18) years and older experiencing a mental health crisis in NH Community Mental Health Region VI.

Harbor Homes, Inc. effectiveness to deliver services will be measured through annual programmatic audits, ongoing financial audits, and monitoring of the following performance measures:

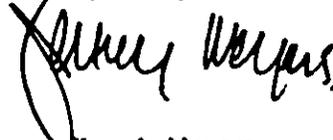
- Response time between referral and community-based service delivery;
- Ratio of services delivered in the community versus phone/office based services;
- Number of services provided beyond the immediate crisis stabilization including referrals made for ongoing support and care;
- Prevalence of lethality assessments conducted to establish baseline need and formulate crisis and discharge plans;
- Service outcomes (i.e. if hospitalization was avoided).

Should the Governor and Executive Council not authorize this request, the State of New Hampshire would be in violation of the Community Mental Health Agreement in relation to the lawsuit of Amanda D. vs. Governor Hassan, and individuals experiencing a mental health crisis could be placed in hospitals or long-term facilities which could result in higher costs to the State.

Area served: Community Mental Health Region VI Brookline, Hollis, Hudson, Litchfield, Mason, Merrimack, Milford, Mount Vernon, Nashua.

Source of Funds: 100% General Funds.

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Mobile Crisis Services and Supports – Region 6**

This 1<sup>st</sup> Amendment to the Mobile Crisis Services and Supports – Region 6 contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Harbor Homes, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 45 High Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 19, 2017, (Item #14A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
October 31, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$3,315,097.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Exhibit A in its entirety and add Exhibit A, Amendment #1.
6. Add Exhibit B-4, Budget form.
7. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services  
Mobile Crisis Services and Supports – Region 6

This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/31/19  
Date

Katja S. Fox  
Name: Katja S. Fox  
Title: Director

Harbor Homes

5/30/19  
Date

Peter Kelleher  
Name: Peter Kelleher  
Title: President and CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 5/30/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Wendy LeBlanc  
Signature of Notary Public or Justice of the Peace

Wendy LeBlanc, notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: WENDY LeBLANC, Notary Public  
My Commission Expires January 23, 2024

**New Hampshire Department of Health and Human Services  
Mobile Crisis Services and Supports – Region 6**



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The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/4/2019  
Date

  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
- 1.4. Beginning on or before July 1, 2017, the Contractor shall provide Mobile Crisis Services and supports, as specified in Section 2, in the New Hampshire Community Mental Health Region VI (Amherst, Brookline, Hollis, Hudson, Litchfield, Mason, Merrimack, Milford, Mont Vernon, and Nashua) to individuals eighteen (18) years and older who are experiencing a mental health crisis.

### 2. Services to Be Provided

#### 2.1. Mobile Crisis Team

2.1.1. Beginning on or before July 1, 2017, the Contractor shall provide a designated central phone triage system and a qualified Mobile Crisis team to provide crisis services. The central phone triage system and crisis services shall be available twenty-four (24) hours per day, seven days per week. The services shall include at minimum but not be limited to:

2.1.1.1. A central phone triage system answered by a Master's-level clinician. Telephone triages shall include but are not limited to initial telephone calls completed by the clinician to complete the initial risk assessments to determine the level of service that will be provided to the caller. The Contractor shall refer callers to the emergency department/emergency room when the assessment determines the individual requires an emergency medical assessment and treatment in addition to psychiatric services;

2.1.1.2. Telephone coaching provided by a Master's-level clinician and/or certified peer specialist in order to provide supportive listening, program solving and referrals, as appropriate;

2.1.1.3. Providing community-based face-to-face assessment and intervention for persons experiencing a mental health crisis, in order to de-escalate the crisis without removing the individual from his or

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her home and/or community programs, consistent with safety protocols;

2.1.1.3.1. The Mobile Crisis team response to an individual in crisis shall occur primarily in or at the individuals' home or other natural environments, but may occur in other locations as may be needed for the crisis, including but not limited to:

2.1.1.3.1.1. Community settings;

2.1.1.3.1.2. Outpatient mental health settings;

2.1.1.3.1.3. Crisis apartments; and

2.1.1.3.1.4. Police stations.

2.1.1.4. The Mobile Crisis team shall:

2.1.1.4.1. Promptly assess individual needs;

2.1.1.4.2. Identify the services and supports that are necessary to meet the individual's needs;

2.1.1.4.3. Assist the individual with accessing those services and supports in a timely manner, either in-person or by telephone;

2.1.1.4.4. Provide interventions to avoid unnecessary hospitalization, incarceration, or admission to a Designated Receiving Facility, Acute Psychiatric Residential Treatment Program, emergency room, or nursing home;

2.1.1.4.5. Work to stabilize individuals as quickly as practicable and assist them in returning to their pre-crisis level of functioning;

2.1.1.4.6. Work and coordinate with law enforcement personnel to respond to individuals in mental health crisis in situations involving law enforcement contact;

2.1.1.4.7. Involve peer specialist(s) in providing crisis services and supports;

2.1.1.4.8. Provide up to seven (7) days of services and supports, following the onset of the crisis; and

2.1.1.4.9. Provide, at the Vendor's discretion, services and supports to individuals beyond the immediate crisis period.

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- 2.1.1.4.10. When appropriate, the Mobile Crisis Team shall conduct lethality assessments that are completed by a Master's-level clinician during an intensive face-to-face assessment which includes, but is not limited to:
  - 2.1.1.4.10.1. Obtaining the individual's history, including but not limited to, identifying problems in narrative form of how and why the person is presenting at this time;
  - 2.1.1.4.10.2. Listing immediate safety concerns from the point of view of the individual in crisis, referring parties and other collateral sources;
  - 2.1.1.4.10.3. Listing of crisis precipitants, available internal and external supports;
  - 2.1.1.4.10.4. Listing of relevant past symptoms, treatments, and medical & substance co-morbidities.
  - 2.1.1.4.10.5. Narrative of current functional status.
  - 2.1.1.4.10.6. Narrative of current mental status exam with serial assessment over time and in response to immediate treatment interventions.
  - 2.1.1.4.10.7. Creating a disposition/crisis plan.
- 2.1.1.5. The Mobile Crisis Team's peer support specialist shall provide services in a synergistic fashion with strong partnerships among members of the crisis team in order to offer:
  - 2.1.1.5.1. Specialized recovery promoting activities;
  - 2.1.1.5.2. Supportive counseling;
  - 2.1.1.5.3. Supportive listening;
  - 2.1.1.5.4. Identification of potential community based resources available to individuals; and
  - 2.1.1.5.5. Practical problem solving around life stressors.
- 2.1.1.6. The Mobile Crisis team shall have the ability to respond to an individual's needs onsite, typically within one (1) hour of the request for crisis services, within Mental Health Region VI, recognizing that



occasionally, reaching individuals in more distant, rural areas of the region may take more than one hour.

2.1.1.7. The Mobile Crisis Team shall provide, as appropriate to meet the needs of the individual served, crisis stabilization services that shall include but are not limited to:

2.1.1.7.1. Case management services that include expedited referrals and linkages to community based services through partnerships in a behaviorally integrated manner. This shall include, for those individuals agreeable, connecting the individual with the appropriate Community Mental Health Center.

2.1.1.7.2. For individuals participating in an Assertive Community Treatment (ACT) Team within a Community Mental Health Center (CMHC), the Mobile Crisis Team shall contact the ACT Team upon identifying the individual's participation. The Mobile Crisis Team shall work with the ACT Team to collaborate and coordinate the services needed to stabilize the individual and transition the individual back into the community and the ACT Team's oversight as soon as practicable.

2.1.1.7.3. Therapeutic services based on best practices and evidence informed approaches.

2.1.1.7.4. Substance Use Disorders: for individuals identified by the Mobile Crisis Team as having a substance use disorder, the Team shall coordinate immediate substance use disorder treatment needs with the individual's current substance use disorder provider, with the Contractor's substance use disorder professionals, or with other appropriate substance use disorder professionals as may be needed to assist the individual with stabilization.

2.1.1.7.5. For individuals that are in an emergency department but for whom the Mobile Crisis Team has been notified is in need of crisis stabilization, the Mobile Crisis Team shall endeavor to provide services to the individual, including appropriate treatment.

2.1.1.7.5.1. The Contractor shall develop agreements or memorandums of understanding with the emergency departments in Region 6 to support

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the Contractor's obligation to serve such individuals within an emergency department. On or before July 1, 2017, the Contractor shall submit such agreements to the DHHS designee.

- 2.1.1.7.6. Supports that emphasizes psycho-education, empowerment, partnership and the right to self-determination for individuals challenged by mental illness and recovery;
- 2.1.1.7.7. Admissions to a Community Crisis Apartment, referenced in Section 2.2. While an individual is admitted into a community crisis apartment, the Mobile Crisis Team shall provide brief and continuous psychiatric intervention within this setting to maximize respite and support while minimizing the need for inpatient hospitalization. The Contractor shall ensure that:
  - 2.1.1.7.7.1. Ongoing safety assessments are conducted;
  - 2.1.1.7.7.2. Supervision and serial evaluation of mental status are continuous;
  - 2.1.1.7.7.3. There is a focus on individual coping strengths in order to develop a recovery plan;
  - 2.1.1.7.7.4. Medication evaluations are conducted;
  - 2.1.1.7.7.5. Individual supportive therapy is available; and
  - 2.1.1.7.7.6. Referrals for psychiatric, social services, substance use and medical aftercare are coordinated.
- 2.1.1.7.8. Emergency psychopharmacology interventions provided within twenty-four (24) hours of the crisis response by a full time nurse practitioner or on-call psychiatrist in coordination with primary prescribers, as appropriate.

## 2.2. Community Crisis Apartment Beds

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- 2.2.1. Beginning on or before July 1, 2017, the Contractor shall provide a minimum of four (4) community crisis apartment beds (with no more than one (1) bed per crisis apartment), which shall serve as an alternate to hospitalization and/or institutionalization. All crisis apartment beds must be certified under administrative rule He-M 1002 and include:
  - 2.2.1.1. At least one (1) bathroom with a sink, toilet, and a bathtub or shower;
  - 2.2.1.2. Specific sleeping area designated for each individual (common areas shall not be used as bedrooms);
  - 2.2.1.3. Storage space for each individual's clothing and personal possessions;
  - 2.2.1.4. Accommodations for the nutritional needs of an individual; and
  - 2.2.1.5. At least one (1) telephone for incoming and outgoing calls.
- 2.2.2. An individual's stay at a crisis apartment shall be limited to a maximum of seven (7) days.
- 2.3. Transportation: Beginning on or before July 1, 2017, the Contractor shall provide transportation for individuals from the site of the crisis to the apartment, and to their home or other residential setting after stabilization has occurred.
  - 2.3.1. Any staff member providing transportation must have:
    - 2.3.1.1. A valid driver's license;
    - 2.3.1.2. A properly inspected vehicle; and
    - 2.3.1.3. Proof that vehicle is insured.
- 2.4. Eligibility for Services within the NH Mental Health Services System: Beginning on or before July 1, 2017, the Contractor shall provide crisis stabilization services to individuals regardless of the individual's eligibility for services under the NH Mental Health Services System and in accordance with the following:
  - 2.4.1. For individuals with private health insurance or any insurance coverage not provided by or through DHHS, the Contractor shall coordinate treatment needs with and seek reimbursement for treatment delivered with the insurer.
  - 2.4.2. For individuals with health insurance provided by a DHHS-contracted Managed Care Organization (MCO), the Contractor shall coordinate treatment needs with the MCO and seek reimbursement for treatment delivered based on the provider agreement between the Contractor and the MCO.
  - 2.4.3. For individuals already determined eligible for services within the NH Mental Health System by a CMHC, the Contractor shall coordinate treatment needs with the CMHC, and if applicable, the individual's health insurer.



- 2.4.4. For individuals not already determined eligible for services within the NH Mental Health System by a CMHC, the Contractor shall provide crisis stabilization services presuming the individual is eligible for services within the NH Mental Health System.
- 2.4.4.1. DHHS shall, prior to July 1, 2017, work with the Contractor to formalize the process for the Contractor to document presumptive eligibility.
- 2.4.4.2. The Contractor shall contact the Region 6 CMHC to coordinate and seek a determination of eligibility for the provision of ongoing services for the individual post-transition from the Mobile Crisis Services and Supports provided under this Agreement.
- 2.4.4.2.1. The Contractor shall, prior to July 1, 2017, formalize a process with the Region 6 CMHC for such purposes and submit it to the DHHS designee.
- 2.5. Coordinating Post-Transition Services: Beginning on or before July 1, 2017, the Contractor shall ensure that, prior to an individual transitioning out of the Mobile Crisis Services and Supports provided under this Agreement, the individual has a short-term post-crisis care plan that has been coordinated with the providers that will treat the individual after transition.

### 3. Staffing

- 3.1. Mobile Crisis Team Staffing: Beginning on or before July 1, 2017, the Mobile Crisis Team shall at minimum be composed of trained master's-level clinicians, a peer specialist and an on-call Psychiatrist/APRN;
- 3.2. Crisis Apartment Staffing: Beginning on or before July 1, 2017 the Contractor shall operate each crisis apartment with sufficient clinical support and oversight, and peer staffing, twenty-four hours per day, seven days per week, as is reasonably necessary to prevent unnecessary institutionalization. Staff shall at minimum consist of:
- 3.2.1. One (1) Master level Clinician/nurse clinician onsite;
- 3.2.2. One (1) Peer Specialist onsite; and
- 3.2.3. One (1) Psychiatrist/APRN on-call.
- 3.3. The Contractor shall provide coverage for the Mobile Crisis Team and Community Crisis Apartment staffing when there are multiple concurrent crises, which may include both in-person and by telephone, by ensuring resources are scheduled to meet the community's fluctuating needs for mobile mental health crisis response. The Contractor shall ensure staffing coverage includes, but is not limited to:
- 3.3.1. Skilled masters prepared clinicians, including full-time and per diem staff, scheduled to ensure 24/7 coverage;
- 3.3.2. Experienced peer support specialists scheduled per diem 24/7 to ensure on-demand availability to clinicians mobilized in crisis responses;

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- 3.3.3. 24/7 schedule of masters prepared clinicians and peer support specialists who function as 'back-ups' for the regularly scheduled clinicians, as needed;
  - 3.3.4. An MCT Coordinator and/or Director who shall be available to assume the role of the masters level clinicians, as necessary;
  - 3.3.5. Tertiary 'back-up' staff skilled and versed in Mobile Crisis Team services, employed in other roles within the Contractor's agency during regular business hours that elect to be available per diem, as necessary;
  - 3.3.6. 24/7 access to additional support from on-call psychiatrist/APRN and Mobile Crisis Team supervisory staff and administrator-on-call, as needed for consultation, mental health crisis management/treatment planning, implementation and resolution of any issues/concerns that arise.
- 3.4. The Vendor shall ensure that all potential staff provides the following documentation and successfully completes the following screening processes prior to providing contracted services:
- 3.4.1. A minimum of two (2) references;
  - 3.4.2. BEAS State Registry Consent Form;
  - 3.4.3. Central Registry Name Search Authorization; and
  - 3.4.4. Criminal Record Release Authorization Form - General.
- 3.5. The Vendor shall ensure, prior to an offer of employment, the requirements of Section 3.4.2 through 3.4.4 are processed through the appropriate State departments to ensure that the individual does not have a history of:
- 3.5.1. A felony conviction; or
  - 3.5.2. Any misdemeanor conviction involving:
    - 3.5.2.1. Physical or sexual assault;
    - 3.5.2.2. Violence;
    - 3.5.2.3. Exploitation;
    - 3.5.2.4. Child pornography;
    - 3.5.2.5. Threatening or reckless conduct;
    - 3.5.2.6. Theft;
    - 3.5.2.7. Driving under the influence of drugs or alcohol; or
    - 3.5.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.
- 3.6. The Contractor shall ensure results from the forms identified in Section 3.4.2 through 3.4.4 are kept on file and available to the Department upon request.
- 3.7. Mobile Crisis Team and Community Crisis Apartment Staffing Minimum Qualifications: The Contractor shall ensure that the following minimum qualifications are met:



- 3.7.1. Clinicians must have: a master's degree in psychology, psychiatric social work, psychiatric nursing, or mental health counseling; training in crisis intervention services, risk management, assessment of suicide potential and Integrated Treatment for co-occurring disorders; and a minimum of ten (10) hours of continuing education related to behavioral health every two years;
- 3.7.2. Peer Specialists must have: a high school diploma; certification as a peer specialist; training in crisis intervention; and a minimum of ten (10) hours of continuing education related to behavioral health every two years; and
- 3.7.3. On-call Psychiatrist/APRNs must be board certified in Psychiatry.
- 3.8. The Contractor shall ensure that staffing for the Mobile Crisis Team, Community Crisis Apartments, and coverage staff available for the team and apartments, are trained to perform the applicable services, including but not limited to: understanding the design of the program, protocols established to collaborate and coordinate mobile crisis response with community partners, safety protocols, etc.

**4. Project Plan – Start-up Period**

- 4.1. Within ten (10) days after contract approval date, whichever occurs later, the Contractor shall develop and submit a final project plan to the Department for approval that:
  - 4.1.1. Describes the action steps the Contractor shall complete to ensure Mobile Crisis Services and Supports are fully operational on or before July 1, 2017;
  - 4.1.2. Contains the timeline for completing all action steps;
  - 4.1.3. Contains a plan for status meetings to occur every two weeks between the Contractor and a DHHS-designee(s) from the contract approval date until the date the Contractor provides DHHS with documented evidence that the services described in Sections 2.1 and 2.2 are fully operational and DHHS has issued written confirmation of the same.
- 4.2. DHHS reserves the right to require the Contractor to participate in more frequent meetings and telephone conferences if at any time project plan milestones are not achieved on schedule, project plan elements are incurring costs greater than the approved budget, or DHHS is concerned project plan milestones are not being satisfactorily achieved.
- 4.3. The Contractor shall provide bi-weekly project plan update reports to the DHHS designee(s) at least four days prior to each such meeting.
- 4.4. DHHS reserves the right to waive any bi-weekly status meeting or to conduct such meetings through tele or web conferencing.
- 4.5. If, at any time, DHHS determines that achievement of project plan milestones is insufficient to result in the Contractor's ability to deliver fully operational services by July 1, 2017, the Contractor shall be required to develop a corrective action plan that demonstrates how the Contractor will revise the project plan and allocated project resources – including dedicated staff and financial supports – necessary to ensure that the July 1, 2017 deadline will be met.

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## 5. Reporting Requirements

- 5.1. The Contractor shall provide monthly reports by the tenth (10th) day of each month, which include, but are not limited to:
- 5.1.1. Beginning on or before July 1, 2017:
    - 5.1.1.1. Names of individuals who received services;
    - 5.1.1.2. The insurance carrier for each individual who received services;
    - 5.1.1.3. The date & time of contact for each individual;
    - 5.1.1.4. The service/or services provided to each individual;
    - 5.1.1.5. The location of where service was provided;
    - 5.1.1.6. The length of time service or services were provided to each individual;
    - 5.1.1.7. Whether law enforcement was involved with each individual;
    - 5.1.1.8. Whether services were provided beyond the immediate crisis to each individual;
    - 5.1.1.9. Whether the individual averted a hospitalization;
    - 5.1.1.10. What the individual outcome of service provided was for each individual (e.g., hospitalization, crisis apartment, home, emergency room, etc.);
    - 5.1.1.11. What the response time was for each individual;
    - 5.1.1.12. What the referral source was for each individual (e.g., CMHC; ED; law enforcement; individual/family); and
    - 5.1.1.13. Whether the individual had LEP or required interpretation services.
  - 5.1.2. The reports required in 5.1.1 through 5.1.1.13 shall be submitted by the Contractor through the DHHS Phoenix system unless otherwise instructed on a temporary basis by the DHHS designee.
  - 5.1.3. The MCT Monthly Compliance Report as specified in Exhibit B-2

## 6. Compliance

- 6.1. The Contractor shall comply with all of the requirements of the Certification Standards for Behavioral Health Community Residences He-M 1002.

## 7. Performance Measures

- 7.1. The Contractor shall ensure 95% of calls received are acted upon within one (1) hour of receiving the call for services in accordance with contract requirements for response.

## 8. Community Outreach and Collaboration

- 8.1. The Contractor shall raise community awareness of the services specified herein, and shall collaborate with community-providers, businesses, first responders, law



enforcement, courts, etc. to develop protocols, as appropriate, to identify and respond to an individual in need of Mobile Crisis Services and Supports. This shall include but not be limited to the Contractor, either singularly or in collaboration with such organizations, developing outreach material and marketing tools. The Contractor shall also develop a brochure specific to the services specified herein, and shall distribute the brochure, at minimum, to appropriate organizations within Region 6 and to individuals served by the Mobile Crisis Team. The Contractor shall submit all such documents to the DHHS designee at least ten (10) days prior to implementing them.

- 8.1.1. Community Outreach and Collaboration efforts made during the start-up period referenced in Section 4 shall be made by the Contractor as described in the Project Plan and reported to DHHS as required in Section 4.
- 8.1.2. The Contractor shall ensure that ongoing community outreach and collaboration, post July 1, 2017, continues as needed to support ongoing community awareness of the services and supports provided under this Agreement.

**9. Maintenance of Fiscal Integrity**

9.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

9.1.1. Days of Cash on Hand:

9.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

9.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

9.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

9.1.2. Current Ratio:

9.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

9.1.2.2. Formula: Total current assets divided by total current liabilities.

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9.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

9.1.3. Debt Service Coverage Ratio:

9.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

9.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

9.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

9.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

9.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

9.1.4. Net Assets to Total Assets:

9.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

9.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

9.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

9.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

9.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

9.2. In the event that the Contractor does not meet either:

9.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

9.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

9.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

9.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

9.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.



- 9.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 9.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 9.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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**Exhibit B-4, Amendment #1  
Budget form**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Harbor Homes, Inc.

Budget Request for: Mobile Crisis Response Team  
(Name of RFP)

Budget Period: July 1, 2018 - October 31, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total - %	Direct	Indirect	Total
1. Total Salary/Wages	\$ 442,859	\$ 77,190	\$ 520,049	\$ 189,484	\$ 29,541	\$ 199,025	\$ 273,375	\$ 47,649	\$ 321,024
2. Employee Benefits	\$ 101,856	\$ 17,754	\$ 119,611	\$ 38,981	\$ 8,794	\$ 45,775	\$ 62,877	\$ 10,850	\$ 73,627
3. Contingency	\$ 3,333	\$ -	\$ 3,333	\$ 1,278	\$ -	\$ 1,278	\$ 2,055	\$ -	\$ 2,054
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 2,780	\$ -	\$ 2,780	\$ 1,056	\$ -	\$ 1,056	\$ 1,704	\$ -	\$ 1,704
Repair and Maintenance	\$ 1,200	\$ -	\$ 1,200	\$ 459	\$ -	\$ 459	\$ 741	\$ -	\$ 741
Purchase/Depreciation	\$ 2,167	\$ -	\$ 2,167	\$ 829	\$ -	\$ 829	\$ 1,337	\$ -	\$ 1,337
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000	\$ -	\$ 1,000	\$ 383	\$ -	\$ 383	\$ 617	\$ -	\$ 617
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 3,282	\$ -	\$ 3,282	\$ 1,256	\$ -	\$ 1,256	\$ 2,026	\$ -	\$ 2,026
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,200	\$ -	\$ 1,200	\$ 459	\$ -	\$ 459	\$ 741	\$ -	\$ 741
6. Travel	\$ 1,298	\$ -	\$ 1,298	\$ 493	\$ -	\$ 493	\$ 795	\$ -	\$ 795
7. Occupancy	\$ 24,800	\$ -	\$ 24,800	\$ 9,415	\$ -	\$ 9,415	\$ 15,185	\$ -	\$ 15,185
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 5,400	\$ -	\$ 5,400	\$ 2,067	\$ -	\$ 2,067	\$ 3,333	\$ -	\$ 3,333
Postage	\$ 33	\$ -	\$ 33	\$ 13	\$ -	\$ 13	\$ 21	\$ -	\$ 21
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,867	\$ -	\$ 1,867	\$ 838	\$ -	\$ 838	\$ 1,029	\$ -	\$ 1,029
Insurance	\$ 2,680	\$ -	\$ 2,680	\$ 1,029	\$ -	\$ 1,029	\$ 1,651	\$ -	\$ 1,651
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 833	\$ -	\$ 833	\$ 319	\$ -	\$ 319	\$ 514	\$ -	\$ 514
10. Marketing/Communications	\$ 3,000	\$ -	\$ 3,000	\$ 1,148	\$ -	\$ 1,148	\$ 1,852	\$ -	\$ 1,852
11. Staff Education and Training	\$ 3,200	\$ -	\$ 3,200	\$ 1,225	\$ -	\$ 1,225	\$ 1,975	\$ -	\$ 1,975
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hiring Costs	\$ 1,300	\$ -	\$ 1,300	\$ 574	\$ -	\$ 574	\$ 926	\$ -	\$ 926
Client Supplies	\$ 2,400	\$ -	\$ 2,400	\$ 918	\$ -	\$ 918	\$ 1,482	\$ -	\$ 1,482
Food	\$ 8,933	\$ -	\$ 8,933	\$ 2,853	\$ -	\$ 2,853	\$ 4,280	\$ -	\$ 4,280
Supplies: Building/Household supplies	\$ 1,200	\$ -	\$ 1,200	\$ 459	\$ -	\$ 459	\$ 741	\$ -	\$ 741
<b>TOTAL</b>	<b>\$ 814,393</b>	<b>\$ 94,944</b>	<b>\$ 709,337</b>	<b>\$ 231,130</b>	<b>\$ 38,335</b>	<b>\$ 271,465</b>	<b>\$ 378,242</b>	<b>\$ 58,809</b>	<b>\$ 437,071</b>

Indirect As A Percent of Direct 15.5%

Harbor Homes

Exhibit B-4, Amendment #1  
Budget form

Contractor Initials: *PK*

RFP-2017-081-04-Mobile-01

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Date: *5/30/19*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS-data-or-derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



Exhibit K

DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure—SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open



DHHS Information Security Requirements

- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
  10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
  11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

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April 7, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION.**

- (1) Authorize the Department of Health and Human Services to enter into an agreement with Harbor Homes, Inc. (Vendor #155358), 45 High Street, Nashua, NH 03060, for the provision of Mobile Crisis Services and Supports, in an amount not to exceed \$2,877,226, effective upon Governor and Executive Council approval through June 30, 2019. This contract is funded with 100% General Funds.

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council. 05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT.

- (2) Contingent upon approval of Requested Action (1), authorize the Department of Health and Human Services to provide Harbor Homes, Inc. with an advance payment in an amount not to exceed \$250,000, effective upon the date of Governor and Executive Council approval for the provision of start-up costs for the Mobile Crisis apartments. 100% General Funds.

Funds to support this request are available in the following accounts in State Fiscal Year 2017. 05-95-92-920010-5945 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT.

**SEE ATTACHED FISCAL DETAILS**

### EXPLANATION

The New Hampshire Department of Health and Human Services, Bureau of Mental Health Services, is designated as New Hampshire's single state mental health authority. The Bureau seeks to promote full community inclusion for adults (18 years or older) who have severe mental illness, severe and persistent mental illness or who are severely mentally disabled. The State places a high emphasis on supporting individuals in their community with a broad range of supports and services to reduce the need for inpatient care.

Requested Action (1), supports New Hampshire's compliance with the Crisis Services System provisions contained within the Community Mental Health Agreement (Amanda D. Settlement). The Crisis Services System is available 24 hours per day, seven days per week and provides timely and accessible services and supports to individuals with mental illness, including those with co-occurring Substance Use Disorder, who are experiencing a mental health crisis. Services within this system are designed to: stabilize an individual as quickly as practicable and to assist the individual in returning to their pre-crisis level of functioning; provide interventions to avoid unnecessary hospitalization, incarceration or other admission; provide services and supports at the site of the crisis; and to promptly assess individual needs. Services within this system are also designed to identify services and supports necessary to meet individual needs, and to connect the individual to those supports in a timely manner. Under the Agreement, the State must add region-specific mobile crisis capacity and community crisis apartments in three Mental Health regions: Region 4 (Concord), 6 (Nashua), and 7 (Manchester) that meet the standards set forth in the Agreement. The Agreement phases in this new capacity over three years: by June 30 of 2015, 2016 and 2017. Requested Action (1), if approved, supports the State's compliance with the third and final addition of mobile crisis capacity and community crisis apartments, and will deliver critically-needed services in the Greater Nashua area.

The contract with Harbor Homes, Inc. is designed to provide in Region 6 a Mobile Crisis Team comprised of mental health professionals and peer support specialists, who are available to respond to an individual experiencing a mental health crisis 24 hours per day, 7 days per week. The Team will provide needed supports to de-escalate the crisis, provide treatment and services to stabilize the individual, work with other treatment providers and community partners to support the individual post crisis stabilization, and will provide an alternative to hospitalization and/or institutionalization through access to a community crisis apartment, where the individual can stay for up to seven (7) days before returning home. The contract includes the development and ongoing operation of the Team and four, single-occupancy community crisis apartments, to be co-located in Nashua. The model is designed to ensure that treatment needs are met throughout the crisis, individuals are residing in a safe and supervised space as they recover and return to a pre-crisis level of functioning, and that individuals are able to transition from the Mobile Crisis Services and Supports back into the community with access to appropriate supports within New Hampshire mental health system.

Requested Action (2), if approved, will enable Harbor Homes, Inc. to financially support the cost of needed renovations to the apartments and office space that the Mobile Crisis Team and community crisis apartments will occupy. The contract includes a start-up period project plan and a scope and budget for this purpose. The advanced payment represents only that portion of the start-up budget which would pose a financial hardship to the organization to carry as credit pending reimbursement upon conclusion of the renovation.

This contract was competitively bid. The Department published a Request for Proposals on the Department's website on December 19, 2016, through January 30, 2017, in order to solicit proposals from vendors to provide Mobile Crisis Services and Supports in the New Hampshire Community Mental Health Region VI who are experiencing a mental health crisis, including those with a co-occurring substance use disorder. Two proposals were received.

The proposals were reviewed and scored by a team consisting of Department and non-Department personnel who are experienced and knowledgeable in Behavioral Health and Substance Use Disorders. Harbor Homes Inc. was the high scoring bidder and was awarded the contract. The bid summary sheet is attached.

The contract includes language to renew the agreement for up to two additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should the Governor and Executive Council not approve this contract, the State of New Hampshire may be in violation of the Community Mental Health Agreement and individuals experiencing a mental health crisis could end up in hospital emergency rooms, New Hampshire Hospital and other settings, which may result in higher costs to the State.

Area Served: Community Mental Health Region 6 (Amherst, Brookline, Hollis, Hudson, Litchfield, Mason, Merrimack, Milford, Mont Vernon, Nashua)

Source of Funds: 100% General Funds

Respectfully submitted,



Katja S. Fox  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner

**Fiscal Details**

**05-95-92-920010-5945 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT**

SFY	Class	Title	Activity Code	Budget
2017	102/500731	Contracts for Program Services	92200000	\$250,000
			Subtotal	\$250,000

**05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BEHAVIORAL HEALTH DIV OF, BURAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT**

SFY	Class	Title	Activity Code	Budget
2018	102/500731	Contracts for Program Services	92200000	\$1,313,613
2019	102/500731	Contracts for Program Services	92200000	\$1,313,613
			Subtotal	\$2,627,226
			Grand Total	\$2,877,226



**New Hampshire Department of Health and Human Services**  
**Office of Business Operations**  
**Contracts & Procurement Unit**  
**Summary Scoring Sheet**

**Mobile Crisis Services and Supports**

**RFP-2017-DBH-04-MOBILE**

**RFP Name**

**RFP Number**

**Reviewer Names**

**Bidder Name**

1.	<b>Harbor Homes, Inc.</b>
2.	<b>Great Nashua Mental Health Center</b>
3.	0
4.	0
5.	0
6.	0

Pass/Fail	Maximum Points	Actual Points
	210	182.5
	210	176.5
	210	0
	210	0
	210	0
	210	0

1. **Darrel Tenney, Program Specialist, Child Behavioral Health, Tech Team**
2. **Julie Lane, Program Specialist III, BHHS, Tech Team**
3. **Caroline Stacy, Program Planning & Review Specialist, BDAS, Tech Team**
4. **Warren Bouchard, Exec Dir, On The Road to Wellness, Volunteer, Tech**
5. **Susan Nagy, Agency Audit Mgr, Ofc of Improvemnt & Integrity, Cost Team**
6. **Donna Walker, Administrator III, Div. Behavioral Health, Cost Team**
7. **Jim Dall, Sr. Finance Director, Div of Behavioral Health, Cost Team**
- 8.

Subject: Mobile Crisis Services and Supports #RFP-2017-DBH-04-MOBILE

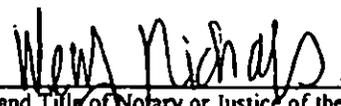
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

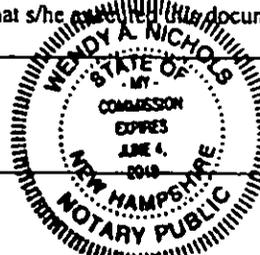
**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Harbor Homes, Inc.		1.4 Contractor Address 45 High Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-882-3616	1.6 Account Number 05-95-92-922010-4117 05-95-92-920010-5945	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$2,877,226
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Kellahan President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>April 6<sup>th</sup> 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Wendy A. Nichols, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>K. J. S. Fox, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/7/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
- 1.4. Beginning on or before July 1, 2017, the Contractor shall provide Mobile Crisis Services and supports, as specified in Section 2, in the New Hampshire Community Mental Health Region VI (Amherst, Brookline, Hollis, Hudson, Litchfield, Mason, Merrimack, Milford, Mont Vernon, and Nashua) to individuals eighteen (18) years and older who are experiencing a mental health crisis.

### 2. Services to Be Provided

#### 2.1. Mobile Crisis Team

- 2.1.1. Beginning on or before July 1, 2017, the Contractor shall provide a designated central phone triage system and a qualified Mobile Crisis team to provide crisis services. The central phone triage system and crisis services shall be available twenty-four (24) hours per day, seven days per week. The services shall include at minimum but not be limited to:
  - 2.1.1.1. A central phone triage system answered by a Master's-level clinician. Telephone triages shall include but are not limited to initial telephone calls completed by the clinician to complete the initial risk assessments to determine the level of service that will be provided to the caller. The Contractor shall refer callers to the emergency department/emergency room when the assessment determines the individual requires an emergency medical assessment and treatment in addition to psychiatric services;
  - 2.1.1.2. Telephone coaching provided by a Master's-level clinician and/or certified peer specialist in order to provide supportive listening, program solving and referrals, as appropriate;



- 2.1.1.3. Providing community-based face-to-face assessment and intervention for persons experiencing a mental health crisis, in order to de-escalate the crisis without removing the individual from his or her home and/or community programs, consistent with safety protocols;
  - 2.1.1.3.1. The Mobile Crisis team response to an individual in crisis shall occur primarily in or at the individuals' home or other natural environments, but may occur in other locations as may be needed for the crisis, including but not limited to:
    - 2.1.1.3.1.1. Community settings;
    - 2.1.1.3.1.2. Outpatient mental health settings;
    - 2.1.1.3.1.3. Crisis apartments; and
    - 2.1.1.3.1.4. Police stations.
  - 2.1.1.4. The Mobile Crisis team shall:
    - 2.1.1.4.1. Promptly assess individual needs;
    - 2.1.1.4.2. Identify the services and supports that are necessary to meet the individual's needs;
    - 2.1.1.4.3. Assist the individual with accessing those services and supports in a timely manner, either in-person or by telephone;
    - 2.1.1.4.4. Provide interventions to avoid unnecessary hospitalization, incarceration, or admission to a Designated Receiving Facility, Acute Psychiatric Residential Treatment Program, emergency room, or nursing home;
    - 2.1.1.4.5. Work to stabilize individuals as quickly as practicable and assist them in returning to their pre-crisis level of functioning;
    - 2.1.1.4.6. Work and coordinate with law enforcement personnel to respond to individuals in mental health crisis in situations involving law enforcement contact;
    - 2.1.1.4.7. Involve peer specialist(s) in providing crisis services and supports;
    - 2.1.1.4.8. Provide up to seven (7) days of services and supports, following the onset of the crisis; and
    - 2.1.1.4.9. Provide, at the Vendor's discretion, services and supports to individuals beyond the immediate crisis period.
    - 2.1.1.4.10. When appropriate, the Mobile Crisis Team shall conduct lethality assessments that are completed by a Master's-level clinician during an intensive face-to-face assessment which includes, but is not limited to:

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- 2.1.1.4.10.1. Obtaining the individual's history, including but not limited to, identifying problems in narrative form of how and why the person is presenting at this time;
  - 2.1.1.4.10.2. Listing immediate safety concerns from the point of view of the individual in crisis, referring parties and other collateral sources;
  - 2.1.1.4.10.3. Listing of crisis precipitants, available internal and external supports;
  - 2.1.1.4.10.4. Listing of relevant past symptoms, treatments, and medical & substance co-morbidities.
  - 2.1.1.4.10.5. Narrative of current functional status.
  - 2.1.1.4.10.6. Narrative of current mental status exam with serial assessment over time and in response to immediate treatment interventions.
  - 2.1.1.4.10.7. Creating a disposition/crisis plan.
- 2.1.1.5. The Mobile Crisis Team's peer support specialist shall provide services in a synergistic fashion with strong partnerships among members of the crisis team in order to offer:
- 2.1.1.5.1. Specialized recovery promoting activities;
  - 2.1.1.5.2. Supportive counseling;
  - 2.1.1.5.3. Supportive listening;
  - 2.1.1.5.4. Identification of potential community based resources available to individuals; and
  - 2.1.1.5.5. Practical problem solving around life stressors.
- 2.1.1.6. The Mobile Crisis team shall have the ability to respond to an individual's needs onsite, typically within one (1) hour of the request for crisis services, within Mental Health Region VI, recognizing that occasionally, reaching individuals in more distant, rural areas of the region may take more than one hour.
- 2.1.1.7. The Mobile Crisis Team shall provide, as appropriate to meet the needs of the individual served, crisis stabilization services that shall include but are not limited to:
- 2.1.1.7.1. Case management services that include expedited referrals and linkages to community based services through partnerships in a behaviorally integrated manner. This shall include, for those individuals agreeable, connecting the individual with the appropriate Community Mental Health Center.
  - 2.1.1.7.2. For individuals participating in an Assertive Community Treatment (ACT) Team within a Community Mental Health Center (CMHC), the Mobile Crisis Team shall contact the ACT Team upon identifying the individual's participation. The Mobile Crisis Team

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shall work with the ACT Team to collaborate and coordinate the services needed to stabilize the individual and transition the individual back into the community and the ACT Team's oversight as soon as practicable.

- 2.1.1.7.3. Therapeutic services based on best practices and evidence informed approaches.
- 2.1.1.7.4. Substance Use Disorders: for individuals identified by the Mobile Crisis Team as having a substance use disorder, the Team shall coordinate immediate substance use disorder treatment needs with the individual's current substance use disorder provider, with the Contractor's substance use disorder professionals, or with other appropriate substance use disorder professionals as may be needed to assist the individual with stabilization.
- 2.1.1.7.5. For individuals that are in an emergency department but for whom the Mobile Crisis Team has been notified is in need of crisis stabilization, the Mobile Crisis Team shall endeavor to provide services to the individual, including appropriate treatment.
  - 2.1.1.7.5.1. The Contractor shall develop agreements or memorandums of understanding with the emergency departments in Region 6 to support the Contractor's obligation to serve such individuals within an emergency department. On or before July 1, 2017, the Contractor shall submit such agreements to the DHHS designee.
- 2.1.1.7.6. Supports that emphasizes psycho-education, empowerment, partnership and the right to self-determination for individuals challenged by mental illness and recovery;
- 2.1.1.7.7. Admissions to a Community Crisis Apartment, referenced in Section 2.2. While an individual is admitted into a community crisis apartment, the Mobile Crisis Team shall provide brief and continuous psychiatric intervention within this setting to maximize respite and support while minimizing the need for inpatient hospitalization. The Contractor shall ensure that:
  - 2.1.1.7.7.1. Ongoing safety assessments are conducted;
  - 2.1.1.7.7.2. Supervision and serial evaluation of mental status are continuous;
  - 2.1.1.7.7.3. There is a focus on individual coping strengths in order to develop a recovery plan;
  - 2.1.1.7.7.4. Medication evaluations are conducted;
  - 2.1.1.7.7.5. Individual supportive therapy is available; and
  - 2.1.1.7.7.6. Referrals for psychiatric, social services, substance use and medical aftercare are coordinated.
- 2.1.1.7.8. Emergency psychopharmacology interventions provided within twenty-four (24) hours of the crisis response by a full time nurse



practitioner or on-call psychiatrist in coordination with primary prescribers, as appropriate.

## 2.2. Community Crisis Apartment Beds

2.2.1. Beginning on or before July 1, 2017, the Contractor shall provide a minimum of four (4) community crisis apartment beds (with no more than one (1) bed per crisis apartment), which shall serve as an alternate to hospitalization and/or institutionalization. All crisis apartment beds must be certified under administrative rule He-M 1002 and include:

- 2.2.1.1. At least one (1) bathroom with a sink, toilet, and a bathtub or shower;
- 2.2.1.2. Specific sleeping area designated for each individual (common areas shall not be used as bedrooms);
- 2.2.1.3. Storage space for each individual's clothing and personal possessions;
- 2.2.1.4. Accommodations for the nutritional needs of an individual; and
- 2.2.1.5. At least one (1) telephone for incoming and outgoing calls.

2.2.2. An individual's stay at a crisis apartment shall be limited to a maximum of seven (7) days.

2.3. Transportation: Beginning on or before July 1, 2017, the Contractor shall provide transportation for individuals from the site of the crisis to the apartment, and to their home or other residential setting after stabilization has occurred.

2.3.1. Any staff member providing transportation must have:

- 2.3.1.1. A valid driver's license;
- 2.3.1.2. A properly inspected vehicle; and
- 2.3.1.3. Proof that vehicle is insured.

2.4. Eligibility for Services within the NH Mental Health Services System: Beginning on or before July 1, 2017, the Contractor shall provide crisis stabilization services to individuals regardless of the individual's eligibility for services under the NH Mental Health Services System and in accordance with the following:

- 2.4.1. For individuals with private health insurance or any insurance coverage not provided by or through DHHS, the Contractor shall coordinate treatment needs with and seek reimbursement for treatment delivered with the insurer.
- 2.4.2. For individuals with health insurance provided by a DHHS-contracted Managed Care Organization (MCO), the Contractor shall coordinate treatment needs with the MCO and seek reimbursement for treatment delivered based on the provider agreement between the Contractor and the MCO.
- 2.4.3. For individuals already determined eligible for services within the NH Mental Health System by a CMHC, the Contractor shall coordinate treatment needs with the CMHC, and if applicable, the individual's health insurer.



2.4.4. For individuals not already determined eligible for services within the NH Mental Health System by a CMHC, the Contractor shall provide crisis stabilization services presuming the individual is eligible for services within the NH Mental Health System.

2.4.4.1. DHHS shall, prior to July 1, 2017, work with the Contractor to formalize the process for the Contractor to document presumptive eligibility.

2.4.4.2. The Contractor shall contact the Region 6 CMHC to coordinate and seek a determination of eligibility for the provision of ongoing services post-transition from the Mobile Crisis Services and Supports provided under this Agreement for the individual who chooses to receive services at the Region 6 CMHC.

2.4.4.2.1. The Contractor shall, prior to July 1, 2017, formalize a process with the Region 6 CMHC for such purposes and submit it to the DHHS designee.

2.5. Coordinating Post-Transition Services: Beginning on or before July 1, 2017, the Contractor shall ensure that, prior to an individual transitioning out of the Mobile Crisis Services and Supports provided under this Agreement, the individual has a short-term post-crisis care plan that has been coordinated with the providers that will treat the individual after transition.

### 3. Staffing

3.1. Mobile Crisis Team Staffing: Beginning on or before July 1, 2017, the Mobile Crisis Team shall at minimum be composed of trained master's-level clinicians, a peer specialist and an on-call Psychiatrist/APRN;

3.2. Crisis Apartment Staffing: Beginning on or before July 1, 2017 the Contractor shall operate each crisis apartment with sufficient clinical support and oversight, and peer staffing, twenty-four hours per day, seven days per week, as is reasonably necessary to prevent unnecessary institutionalization. Staff shall at minimum consist of:

3.2.1. One (1) Master level Clinician/nurse clinician onsite;

3.2.2. One (1) Peer Specialist onsite; and

3.2.3. One (1) Psychiatrist/APRN on-call.

3.3. The Contractor shall provide coverage for the Mobile Crisis Team and Community Crisis Apartment staffing when there are multiple concurrent crises, which may include both in-person and by telephone, by ensuring resources are scheduled to meet the community's fluctuating needs for mobile mental health crisis response. The Contractor shall ensure staffing coverage includes, but is not limited to:

3.3.1. Skilled masters prepared clinicians, including full-time and per diem staff, scheduled to ensure 24/7 coverage;



- 3.3.3. 24/7 schedule of masters prepared clinicians and peer support specialists who function as 'back-ups' for the regularly scheduled clinicians, as needed;
  - 3.3.4. An MCT Coordinator and/or Director who shall be available to assume the role of the masters level clinicians, as necessary;
  - 3.3.5. Tertiary 'back-up' staff skilled and versed in Mobile Crisis Team services, employed in other roles within the Contractor's agency during regular business hours that elect to be available per diem, as necessary;
  - 3.3.6. 24/7 access to additional support from on-call psychiatrist/APRN and Mobile Crisis Team supervisory staff and administrator—on-call, as needed for consultation, mental health crisis management/treatment planning, implementation and resolution of any issues/concerns that arise.
- 3.4. The Vendor shall ensure that all potential staff provides the following documentation and successfully completes the following screening processes prior to providing contracted services:
- 3.4.1. A minimum of two (2) references;
  - 3.4.2. BEAS State Registry Consent Form;
  - 3.4.3. Central Registry Name Search Authorization; and
  - 3.4.4. Criminal Record Release Authorization Form - General.
- 3.5. The Vendor shall ensure, prior to an offer of employment, the requirements of Section 3.4.2 through 3.4.4 are processed through the appropriate State departments to ensure that the individual does not have a history of:
- 3.5.1. A felony conviction; or
  - 3.5.2. Any misdemeanor conviction involving:
    - 3.5.2.1. Physical or sexual assault;
    - 3.5.2.2. Violence;
    - 3.5.2.3. Exploitation;
    - 3.5.2.4. Child pornography;
    - 3.5.2.5. Threatening or reckless conduct;
    - 3.5.2.6. Theft;
    - 3.5.2.7. Driving under the influence of drugs or alcohol; or
    - 3.5.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.
- 3.6. The Contractor shall ensure results from the forms identified in Section 3.4.2 through 3.4.4 are kept on file and available to the Department upon request.



**3.7. Mobile Crisis Team and Community Crisis Apartment Staffing Minimum Qualifications:**

The Contractor shall ensure that the following minimum qualifications are met:

3.7.1. Clinicians must have: a master's degree in psychology, psychiatric social work, psychiatric nursing, or mental health counseling; training in crisis intervention services, risk management, assessment of suicide potential and Integrated Treatment for co-occurring disorders; and a minimum of ten (10) hours of continuing education related to behavioral health every two years;

3.7.2. Peer Specialists must have: a high school diploma; certification as a peer specialist; training in crisis intervention; and a minimum of ten (10) hours of continuing education related to behavioral health every two years; and

3.7.3. On-call Psychiatrist/APRNs must be board certified in Psychiatry.

3.8. The Contractor shall ensure that staffing for the Mobile Crisis Team, Community Crisis Apartments, and coverage staff available for the team and apartments, are trained to perform the applicable services, including but not limited to: understanding the design of the program, protocols established to collaborate and coordinate mobile crisis response with community partners, safety protocols, etc.

**4. Project Plan – Start-up Period**

4.1. Within ten (10) days after contract approval date, whichever occurs later, the Contractor shall develop and submit a final project plan to the Department for approval that:

4.1.1. Describes the action steps the Contractor shall complete to ensure Mobile Crisis Services and Supports are fully operational on or before July 1, 2017;

4.1.2. Contains the timeline for completing all action steps;

4.1.3. Contains a plan for status meetings to occur every two weeks between the Contractor and a DHHS-designee(s) from the contract approval date until the date the Contractor provides DHHS with documented evidence that the services described in Sections 2.1 and 2.2 are fully operational and DHHS has issued written confirmation of the same.

4.2. DHHS reserves the right to require the Contractor to participate in more frequent meetings and telephone conferences if at any time project plan milestones are not achieved on schedule, project plan elements are incurring costs greater than the approved budget, or DHHS is concerned project plan milestones are not being satisfactorily achieved.

4.3. The Contractor shall provide bi-weekly project plan update reports to the DHHS designee(s) at least four days prior to each such meeting.

4.4. DHHS reserves the right to waive any bi-weekly status meeting or to conduct such meetings through tele or web conferencing.

4.5. If, at any time, DHHS determines that achievement of project plan milestones is insufficient to result in the Contractor's ability to deliver fully operational services by July



1, 2017, the Contractor shall be required to develop a corrective action plan that demonstrates how the Contractor will revise the project plan and allocated project resources – including dedicated staff and financial supports – necessary to ensure that the July 1, 2017 deadline will be met.

## 5. Reporting Requirements

5.1. The Contractor shall provide monthly reports by the tenth (10th) day of each month, which include, but are not limited to:

5.1.1. Beginning on or before July 1, 2017:

- 5.1.1.1. Names of individuals who received services;
- 5.1.1.2. The insurance carrier for each individual who received services;
- 5.1.1.3. The date & time of contact for each individual;
- 5.1.1.4. The service/or services provided to each individual;
- 5.1.1.5. The location of where service was provided;
- 5.1.1.6. The length of time service or services were provided to each individual;
- 5.1.1.7. Whether law enforcement was involved with each individual;
- 5.1.1.8. Whether services were provided beyond the immediate crisis to each individual;
- 5.1.1.9. Whether the individual averted a hospitalization;
- 5.1.1.10. What the individual outcome of service provided was for each individual (e.g., hospitalization, crisis apartment, home, emergency room, etc.);
- 5.1.1.11. What the response time was for each individual;
- 5.1.1.12. What the referral source was for each individual (e.g., CMHC; ED; law enforcement; individual/family); and
- 5.1.1.13. Whether the individual had LEP or required interpretation services.

5.1.2. The reports required in 5.1.1 through 5.1.1.13 shall be submitted by the Contractor through the DHHS Phoenix system unless otherwise instructed on a temporary basis by the DHHS designee.

5.1.3. The MCT Monthly Compliance Report as specified in Exhibit B-2

## 6. Compliance

6.1. The Contractor shall comply with all of the requirements of the Certification Standards for Behavioral Health Community Residences He-M 1002.

## 7. Performance Measures

7.1. The Contractor shall ensure 95% of calls received are acted upon within one (1) hour of receiving the call for services in accordance with contract requirements for response.



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## 8. Community Outreach and Collaboration

- 8.1. The Contractor shall raise community awareness of the services specified herein, and shall collaborate with community-providers, businesses, first responders, law enforcement, courts, etc. to develop protocols, as appropriate, to identify and respond to an individual in need of Mobile Crisis Services and Supports. This shall include but not be limited to the Contractor, either singularly or in collaboration with such organizations, developing outreach material and marketing tools. The Contractor shall also develop a brochure specific to the services specified herein, and shall distribute the brochure, at minimum, to appropriate organizations within Region 6 and to individuals served by the Mobile Crisis Team. The Contractor shall submit all such documents to the DHHS designee at least ten (10) days prior to implementing them.
- 8.1.1. Community Outreach and Collaboration efforts made during the start-up period referenced in Section 4 shall be made by the Contractor as described in the Project Plan and reported to DHHS as required in Section 4.
- 8.1.2. The Contractor shall ensure that ongoing community outreach and collaboration, post July 1, 2017, continues, as needed to support ongoing community awareness of the services and supports provided under this Agreement.

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**Method and Conditions Precedent to Payment**

1. This contract is directly funded with General Funds anticipated to be available based upon continued appropriation. This contract also authorizes the Contractor to seek reimbursement from Federal funding sources as specified herein, conditioned upon continued support of the program by the state and federal governments. Access to supporting federal funding is dependent upon the selected Contractor meeting the requirements in accordance with the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.778, Federal Award Identification Number (FAIN) NH20144.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. **Payment for Mobile Crisis Team Services and Supports - Start-Up Period:** Payment for start-up period expenses incurred by the Contractor shall be made by DHHS based on the start-up budget specified in Exhibit B-3; the total of all such payments shall not exceed the specified start-up budget total and shall not exceed the total expenses actually incurred by the Contractor for the start-up period. The following invoice and payment provisions shall apply to the start-up period:
  - 3.1. Subject to Governor and Executive Council approval for DHHS to make an advanced payment to the Contractor for certain start-up period costs, DHHS shall make an advanced payment to the Contractor in the amount of \$149,980.
  - 3.2. The balance of DHHS payments made to the Contractor for start-up period expenses incurred by the Contractor shall be made on a cost reimbursement basis.
    - 3.2.1. In the event the Governor and Executive Council does not approve DHHS' request for the authority to make an advanced payment to the Contractor, as referenced in paragraph 3.1, all DHHS payments to the Contractor for the start-up period shall be made on a cost reimbursement basis.
  - 3.3. Upon conclusion of the start-up period, the Contractor shall submit a start-up period expenditure report and invoice that documents the actual expenditures the Contractor incurred for fulfillment of the contracted services applicable to the start-up period. If applicable, the report and invoice shall also document the Contractor's application of the start-up payment, referenced in paragraph 3.1, and the invoice total amount due from DHHS shall be reduced by the amount of such payment. The Contractor shall submit the start-up period expense report and invoice specified in Exhibit B-1 for this purpose.
    - 3.3.1. In the event the Governor and Executive Council does not approve DHHS' request for the authority to make an advanced payment to the Contractor, as referenced in paragraph 3.1, the Contractor may more frequently submit the expenditure report and invoice referenced in paragraph 3.3. The Contractor shall ensure that subsequent expenditure reports and invoices reflect any DHHS payments received and the subsequent balance due.

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**New Hampshire Department of Health and Human Services  
Mobile Crisis Services and Supports - Region 6  
Exhibit B**



4. **Payment for Mobile Crisis Team Services and Supports - Post Implementation Period:** Payment for all services and expenses shall be on a cost reimbursement basis, only for actual expenditures the Contractor incurs for fulfillment of the contracted services referenced in paragraph 2, less the amount of revenue the Contractor collects from third-party payers for delivery of contracted services and the remaining Contractor Match funds specified in Exhibit B-3.
- 4.1. The Contractor shall bill and seek reimbursement for services provided by the Mobile Crisis Team from third-party payers as follows:
- 4.1.1. For Medicaid enrolled individuals:
- 4.1.1.1. Through the Department of Health and Human Services' (DHHS) Medicaid Care Management providers: if the individual is enrolled with a Managed Care Organization (MCO), the vendor will be paid in accordance with its contract with the MCO.
- 4.1.1.2. Through the DHHS Medicaid Fee for Service program: if the individual is not enrolled with a MCO, the vendor will be paid in accordance with the NH DHHS Medicaid Fee for Service (FFS) schedule.
- 4.1.2. For individuals with other health insurance or other coverage for the services they receive, the vendor will directly bill the other insurance or payors.
- 4.1.3. For individuals without health insurance or other coverage for the services they receive, the vendor will directly bill DHHS to access contract funds provided through this Agreement.
- 4.2. The Contractor shall monthly document the expenses incurred for the fulfillment of services referenced in paragraph 2, and revenue received in response to the billing referenced in paragraphs 4.1.1 through 4.1.2. The Contractor shall submit this documentation on the DHHS approved invoice template and identify the amount of reimbursement to be billed under this contract for the applicable month. Services not covered by Medicaid or by other insurance that are eligible for payment of contract funds shall be paid to the Contractor within forty-five (45) days of DHHS invoice receipt.
- 4.2.1. The Contractor shall itemize all expenses consistent with the budget line item number in accordance with the Contract Budget (Exhibit B-3) for the applicable period.
- 4.2.2. The Contractor shall not seek payment of contract funds for services the Contractor bills to Medicaid or other insurance payors unless the following occurs:
- 4.2.2.1. If services the Contractor has billed to Medicaid or other insurance payors are not paid for consistent with the applicable reimbursement arrangement, the Contractor may invoice DHHS for the cost of services billed to such payors only after exhausting claims appeal processes or other resolution avenues allowable under the respective insurance plan.
- 4.2.3. The Contractor shall include the following additional information on each invoice, at minimum:

**New Hampshire Department of Health and Human Services  
Mobile Crisis Services and Supports - Region 6  
Exhibit B**



- 4.2.3.1. Agency Name;
- 4.2.3.2. Amount of request;
- 4.2.3.3. Program Name (Mobile Crisis Response Team or Crisis Apartments);
- 4.2.3.4. Time Period for which reimbursement is requested;
- 4.2.3.5. Date of Request; and
- 4.2.4. Beginning July 1, 2017, with each monthly invoice submitted to DHHS for reimbursement, the Contractor shall submit a Mobile Crisis Teams Compliance Report (Exhibit B-2).
- 4.2.5. All invoices submitted by the Contractor are subject to approval by the DHHS designee for the Mobile Crisis Services and Supports program prior to DHHS processing payment to the Contractor. DHHS reserves the right to withhold and/or reduce payments if the Contractor is not in compliance as indicated by the Mobile Crisis Team Compliance Report referenced in paragraph 4.2.4.
- 4.2.6. The Contractor shall submit invoices electronically to the attention of the DHHS designee. DHHS shall provide the Contractor with the name and email address for the DHHS designee upon contract approval, and update this information as needed.
- 4.2.7. The Contractor may submit a final payment request to DHHS for reimbursement; in no event shall the final payment request be submitted later than sixty (60) days after the Contract ends. Failure to submit the invoice and accompanying documentation may result in nonpayment.
5. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services, required reports, or other contractual obligations contained in this Agreement, have not been completed in accordance with the terms and conditions specified herein.
7. Notwithstanding paragraph 18 of the P-37, a contract amendment limited to the adjustment of amounts between budget line items and/or State Fiscal Years, related items, and amendment of related budget exhibits, may be made by written agreement of both parties through the Budget Office if needed and justified, without approval from Governor and Executive Council.

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4/6/17

**Exhibit B-1**  
**Start-up Period Invoice and Documentation of Expenses Incurred Report**

<p><b>New Hampshire Department of Health and Human Services</b>  <b>Bureau of Mental Health Services</b></p> <p>Contractor Name: <b>HARBOR HOMES</b></p> <p>Invoice/Documentation-Expenses incurred for: <b>MOBILE CRISIS SERVICES AND SUPPORTS</b>  <b>Region 6 - Start-up Period</b></p> <p>Invoice Period: _____</p>	<p align="right">Amount:</p> <p>BMHS Program Signature: _____ Approved \$ _____</p> <p>This section for DHHS use only.</p> <p>BMHS Payment Signature _____ Denied \$ _____</p> <p>Approved \$ _____</p> <p>Denied \$ _____</p> <p>Authorized Contractor Signature: _____ Date: _____</p>
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Line Item	Total Program Start-up Budget	Advanced Payment Request	Expenses Incurred This Invoice Period	Amount Applied/Forwarded Advanced Payment	Balance Requested for Payment by DHHS	Expenses Billed To Date Total	Budget Balance
1. Total Salary/Wages	\$ 24,000	\$ 5,000					
2. Employee Benefits & Taxes	\$ 4,800						
3. Consultants	\$ 4,500						
4. Equipment:							
Rental / Leases							
Repair and Maintenance							
Purchase/Depreciation (IT)	\$ 36,000	\$ 18,000					
5. Supplies	\$ 13,900	\$ 13,900					
6. Furniture	\$ 27,500	\$ 27,600					
7. Occupancy							
8. Current Expenses							
Telephone							
Postage							
Subscriptions							
Audit and Legal							
Insurance							
Board Expenses							
9. Software - EMR							
10. Marketing/Communications	\$ 7,500	\$ 7,500					
11. Staff Education and Training	\$ 10,000	\$ 5,000					
12. Subcontracts/Agreements: Building Rehab.	\$ 121,800	\$ 73,080					
<b>TOTAL</b>	\$ <b>260,000</b>	\$ <b>149,880</b>					

\*See Exhibit B, paragraph 3 for conditions applicable to the Advanced Payment

Contractor Initials: *HK*  
Date: *4/6/17*

Exhibit B-2  
**MOBILE CRISIS TEAMS  
COMPLIANCE REPORT**

Agency Name: \_\_\_\_\_

FY: \_\_\_\_\_ Month: \_\_\_\_\_

The Contractor shall ensure that the Mobile Crisis Team is available twenty-four (24) hours per day, seven (7) days per week.

Meets compliance

Does not meet compliance

Corrective Action Plan:

The Mobile Crisis Team is composed of clinicians trained to provide behavioral health emergency services and crisis intervention services, and also includes at least one (1) peer specialist and one (1) on-call psychiatrist/APRN.

Meets compliance

Does not meet compliance

Corrective Action Plan:

The Mobile Crisis Team is able to respond to individuals twenty-four (24) hours per day, seven (7) days per week onsite in their homes and in other natural environments and community settings where crises arise, including in crisis apartments.

Meets compliance

Does not meet compliance

Corrective Action Plan:

The Mobile Crisis Team is able to offer services and supports via telephone and, whenever necessary, consistent with legitimate safety concerns, meet face-to-face to de-escalate crises without removing the individuals from their homes and/or community programs.

Meets compliance

Does not meet compliance

Corrective Action Plan:

The Mobile Crisis Team is able to provide services and supports until the crisis subsides, up to seven (7) days following the onset of the crisis.

Meets compliance

Does not meet compliance

Corrective Action Plan:

The Mobile Crisis Team is able to work with law enforcement personnel to respond to individuals in mental health crisis who come into contact with law enforcement.

Meets compliance

Does not meet compliance

Corrective Action Plan:

Contractor Initials                     

Date 4/6/17

Submit Electronically with the Invoice/Documentation-Expenses Incurred on a Monthly Basis

Exhibit B-3 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: HARBOR HOMES

Budget Request for: MOBILE CRISIS SERVICES AND SUPPORTS, REGION 6

Budget Period: JULY 1, 2017 - JUNE 30, 2018

1. Total Salary/Wages	\$ 1,607,796	\$ 425,905	\$ 2,033,701
2. Employee Benefits & Taxes	\$ 321,559	\$ 85,181	\$ 406,740
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental / Leases	\$ 12,000	\$ -	\$ 12,000
Repair and Maintenance	\$ 6,100	\$ -	\$ 6,100
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 1,800	\$ -	\$ 1,800
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 5,400	\$ -	\$ 5,400
6. Travel	\$ 15,000	\$ -	\$ 15,000
7. Occupancy	\$ 91,200	\$ -	\$ 91,200
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 7,800	\$ -	\$ 7,800
Postage	\$ 1,200	\$ -	\$ 1,200
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ 44,069	\$ -	\$ 44,069
Board Expenses	\$ -	\$ -	\$ -
9. Software - EMR	\$ 15,000	\$ -	\$ 15,000
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 15,000	\$ -	\$ 15,000
12. Subcontracts/Agreements	\$ 7,200	\$ -	\$ 7,200
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
13a. Other - Client Supplies	\$ 7,200	\$ -	\$ 7,200
13b. Other - Building & Household Supplies	\$ 8,400	\$ -	\$ 8,400
13c. Other - Food Supplies-Crisis Apartments	\$ 20,800	\$ -	\$ 20,800
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 2,187,824</b>	<b>\$ 611,086.14</b>	<b>\$ 2,698,910</b>

Federally Approved Indirect Rate of Personnel Cost 26.49%

Contractor Share: Revenue and Match		
1. Third-Party Reimbursement		
1a. Private / Other	\$	146,250
1b. Medicaid	\$	768,600
1c. Medicare	\$	144,112
2. Donations/Corporate/Foundation/Other Grants	\$	308,035
Subtotal	\$	1,364,997
DHHS Share: Contract Funds (Ex. B, Item #)	\$	1,313,613
<b>Total Revenue/Funding</b>	<b>\$</b>	<b>2,678,610</b>

Contractor Initials: PKC  
Date: 4/6/17

Exhibit B-3 Budget

**New Hampshire Department of Health and Human Services**

Bidder/Program Name: **HARBOR HOMES**

Budget Request for: **MOBILE CRISIS SERVICES AND SUPPORTS, REGION 6**

Budget Period: **JULY 1, 2018 - JUNE 30, 2019**

<b>1. Total Salary/Wages</b>	\$	1,607,798	\$	425,903	\$	2,033,701
<b>2. Employee Benefits &amp; Taxes</b>	\$	321,559	\$	85,181	\$	406,740
<b>3. Consultants</b>	\$	-	\$	-	\$	-
<b>4. Equipment:</b>	\$	-	\$	-	\$	-
Rental / Leases	\$	12,000	\$	-	\$	12,000
Repair and Maintenance	\$	8,100	\$	-	\$	8,100
Purchase/Depreciation	\$	-	\$	-	\$	-
<b>5. Supplies:</b>	\$	-	\$	-	\$	-
Educational	\$	1,800	\$	-	\$	1,800
Lab	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-
Office	\$	5,400	\$	-	\$	5,400
<b>6. Travel</b>	\$	15,000	\$	-	\$	15,000
<b>7. Occupancy</b>	\$	91,200	\$	-	\$	91,200
<b>8. Current Expenses</b>	\$	-	\$	-	\$	-
Telephone	\$	7,800	\$	-	\$	7,800
Postage	\$	1,200	\$	-	\$	1,200
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	-	\$	-
Insurance	\$	44,089	\$	-	\$	44,089
Board Expenses	\$	-	\$	-	\$	-
<b>9. Software - EMR</b>	\$	15,000	\$	-	\$	15,000
<b>10. Marketing/Communications</b>	\$	-	\$	-	\$	-
<b>11. Staff Education and Training</b>	\$	15,000	\$	-	\$	15,000
<b>12. Subcontracts/Agreements</b>	\$	7,200	\$	-	\$	7,200
<b>13. Other (specific details mandatory):</b>	\$	-	\$	-	\$	-
13a. Other - Client Supplies	\$	7,200	\$	-	\$	7,200
13b. Other - Building & Household Supplies	\$	8,400	\$	-	\$	8,400
13c. Other - Food Supplies-Crisis Apartments	\$	20,800	\$	-	\$	20,800
<b>TOTAL</b>	\$	2,187,624	\$	611,088.14	\$	2,898,710

Federally Approved Indirect Rate of Personnel Cost 26.48%

<b>Contractor Share: Revenue and Match</b>	
<b>1. Third-Party Reimbursement:</b>	
1a. Private / Other	\$ 148,250
1b. Medicaid	\$ 788,600
1c. Medicare	\$ 144,112
<b>2. Donations/Corporate/Foundation/Other Grants</b>	
	\$ 308,035
	Subtotal \$ 1,384,997
<b>DHHS Share: Contract Funds (Ex. B, Item #)</b>	\$ 1,313,813
<b>Total Revenue/Funding</b>	\$ 2,698,810

Contractor Initials: *pk*  
Date: 9/6/17



**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000; or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  - 10.6 In the event of termination under Paragraph 10 of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
  - 10.7 In the event of termination under Paragraph 10 of the General Provisions of this Agreement, upon termination the Contractor shall return to DHHS all unencumbered program funds, if

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Date 4/6/17



any, in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination, except those specified in 10.6 herein.

- 10.8 In the event of termination under Paragraph 10 of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its obligations hereunder.
3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.
4. **Agreement Elements/Order of Precedence:**
- 4.1 RFP-2017-DBH-04-MOBILE is hereby incorporated into this Agreement.
- 4.2 The Contractor's proposal submitted in response to RFP-2017-DBH-04-MOBILE-04 is hereby incorporated into this Agreement.
- 4.3 The Agreement between the parties shall consist of the following documents, and in the event of any conflict or ambiguity between the Agreement documents, the documents shall govern in the following order of precedence:
- 4.3.1 General Provisions (P-37);
  - 4.3.2 Exhibit A Scope of Services;
  - 4.3.3 Exhibit B Methods and Conditions Precedent to Payment;
  - 4.3.4 Exhibit C Special Provisions;
  - 4.3.5 Exhibit C-1 Revisions to Special Provisions;
  - 4.3.6 Exhibit D Certification Regarding Drug-Free Workplace Requirements;
  - 4.3.7 Exhibit E Certification Regarding Lobbying;
  - 4.3.8 Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters;
  - 4.3.9 Exhibit G Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections;
  - 4.3.10 Exhibit H Certification Regarding Environmental Tobacco Smoke;
  - 4.3.11 Exhibit I Health Insurance Portability Act Business Associate Agreement;
  - 4.3.11 Exhibit J Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance;
  - 4.3.12 RFP-2017-DBH-04-MOBILE and all issued addenda; and
  - 4.3.13 Contractor's proposal submitted in response to RFP-2017-DBH-04-MOBILE.
- 4.4 In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: Harbor Homes Inc.

Name: Peter Kellenor  
Title: President & CEO

4/6/17  
Date



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Harbor Homes Inc

4/6/17  
Date

  
Name: Peter Kelleher  
Title: President & CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Harbor Homes Inc.

Name: Peter Kelleher  
Title: President & CEO

4/6/17  
Date



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

KL

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

4/6/17

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Harbor Homes Inc.

4/6/17  
Date

  
Name: Peter Kallenberg  
Title: President & CEO

Exhibit G

Contractor Initials PK

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Harbor Homes Inc.

4/6/17  
Date

  
Name: Peter Kellner  
Title: President & CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Kutja S Fox

Signature of Authorized Representative

Kutja S Fox

Name of Authorized Representative

Director

Title of Authorized Representative

4/7/17

Date

Harbor Homes Inc.

Name of the Contractor

Peter Kelleher

Signature of Authorized Representative

Peter Kelleher

Name of Authorized Representative

President & CEO

Title of Authorized Representative

4/6/17

Date

PK

4/6/17



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Harbor Homes Inc.

Name: Peter Kelleher  
Title: President & CEO

4/6/17  
Date

4/6/17



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 13-186-4357
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____